

**UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF PENNSYLVANIA
PITTSBURGH DIVISION**

LEDA HEALTH CORPORATION,
a Delaware corporation and
MADISON CAMPBELL,

Case No. 24-cv-00879-CB

Plaintiffs,

v.

MICHELLE HENRY, in her official
capacity as Attorney General of
Pennsylvania, and LETITIA JAMES, in
her official capacity as Attorney General
for the State of New York,

Defendants.

DECLARATION OF LAURA J. LEVINE

I, Laura J. Levine, an attorney duly admitted to practice law in the State of New York,
declare under penalty of perjury pursuant to 28 U.S.C. § 1746 that the following is true and correct:

1. I am the Deputy Bureau Chief of the Bureau of Consumer Frauds and Protection
in the Office of the Attorney General of New York (“NYAG”). The Attorney General of New
York, Letitia James, is a Defendant in her official capacity in the above captioned matter.

2. I submit this declaration based on personal knowledge and my review of documents
and records in possession of the NYAG, for the limited purpose of providing the Court with (1)
information related to the NYAG’s ongoing investigation (the “Investigation”) into Plaintiffs Leda
Health Corporation (“Leda”) and Madison Campbell concerning the promotion of their Early
Evidence Kits (the “Kits”); and (2) the attached appendix of exhibits, which includes exhibits cited
in the Memorandum of Law in support of the NYAG’s motion to dismiss based on lack of personal
and subject matter jurisdiction and improper venue, and in opposition to Plaintiffs’ Motion for

Preliminary Injunction.¹

3. I have been employed by the NYAG since 2008, first as an Assistant Attorney General and later as Deputy Bureau Chief, both in the Bureau of Consumer Frauds and Protection. I have been involved with the Investigation since 2019. Since 2023, I have been involved solely in a supervisory capacity.

4. The NYAG attorneys responsible for work conducted on the Investigation are based out of the New York City office of the NYAG, located at 28 Liberty Street, New York, NY. In connection with the Investigation, neither I nor any of the attorneys who work on the Investigation have (i) traveled to Pennsylvania, (ii) retained or contracted with any person or entity in Pennsylvania, (iii) communicated with any consumers in Pennsylvania, or (iv) sought information or documents, whether by letter request or formal process, from any person or entity known by the NYAG to reside in Pennsylvania.

5. In September 2019, several news outlets reported that a company doing business as “MeToo Kits” was misleadingly marketing the admissibility of the Kits. A true and correct copy of one of these press reports is attached hereto as **Exhibit 1**. The press report indicates that the address of MeToo Kits was 370 Jay Street, 7th Floor, Brooklyn, New York 11201.

6. On September 11, 2019, the NYAG sent a cease-and-desist letter to MeToo Kits. The letter was sent by overnight mail to MeToo Kits at 370 Jay Street, 7th Floor, Brooklyn, New York 11201. A true and correct copy of the cease-and-desist letter to MeToo Kits is attached hereto

¹ Pursuant to applicable law, the NYAG is not required to disclose the details of its ongoing investigation, and submits the limited information herein solely for purposes of the NYAG’s motion to dismiss on the grounds of lack of personal and subject matter jurisdiction and improper venue, and in opposition to PI’s PI Motion. The NYAG does not waive any, and hereby preserves all of its rights under applicable law.

as **Exhibit 2**; *see also* Compl. Ex. D.

7. On September 11, 2019, the NYAG also sent a cease-and-desist letter to The Preserve Group LLC (“Preserve Group”), a separate company advertising and marketing at-home sexual assault kits. A true and correct copy of the Preserve Group cease-and-desist letter is attached hereto as **Exhibit 3**. The NYAG publicly announced the cease-and-desist letters sent to MeToo Kits and Preserve Group in a press release on September 12, 2019, a true and correct copy of which is attached hereto as **Exhibit 4**. MeToo Kits issued a press release in response to the NYAG’s press release that same day, a copy of which is attached hereto as **Exhibit 5**. The MeToo Kits press release states that it was issued from “Brooklyn, NY.”

8. In 2019, MeToo Kits received correspondence from several other attorneys general raising similar concerns about the misleading and deceptive nature of its advertising, including cease-and-desist letters from the attorneys general of Illinois, Kansas, Michigan, and Ohio. Copies of these letters were included in Plaintiffs’ response to a subpoena *duces tecum* the NYAG issued to Leda dated February 1, 2023 (“Subpoena”). A true and correct copy of the Subpoena is attached hereto as **Exhibit 6**.

9. On September 13, 2019, Michael Schwartz and Matthew Lund of the law firm Pepper Hamilton LLP, sent a letter to the NYAG (at 28 Liberty Street, New York, NY 10005) and 11 other state attorneys general offices advising that they represented MeToo Kits and that MeToo Kits had taken down its website and would alert these offices when MeToo Kits brought the website live again. The letter listed the addresses for Messrs. Schwartz and Lund in Philadelphia, PA and Southfield, Michigan, respectively. A true and correct copy of the letter sent from Messrs. Schwartz and Lund and received by the NYAG is attached hereto as **Exhibit 7**.

10. I had telephone conferences with Mr. Schwartz on September 26, 2019 to discuss his September 13, 2019 correspondence, during which Mr. Schwartz agreed on behalf of MeToo

Kits to advise the NYAG “if the MeToo kit is offered for sale or distributed,” in addition to informing the NYAG if the MeToo Kits website becomes live again. A true and correct copy of an email from me to Mr. Schwartz memorializing that agreement is attached hereto as **Exhibit 8**.

11. On December 5, 2019, an attorney from the Michigan Department of Attorney General took the depositions of MeToo Kits’ Chief Technology Officer Liesel Vaidya and its CEO Ms. Campbell. Both depositions took place at the NYAG’s office at 28 Liberty Street, New York, New York 10005. I attended the deposition of Ms. Campbell and another attorney from the NYAG attended the deposition of Ms. Vaidya. During those depositions both Ms. Vaidya and Ms. Campbell testified that the business address of MeToo Kits was 370 Jay Street, Brooklyn, NY, the same address to which the NYAG sent its cease-and-desist letter. True and accurate copies of excerpts from the transcripts of these depositions are attached hereto as **Exhibit 9**. The NYAG received copies of these deposition transcripts as part of Plaintiffs’ response to the Subpoena.²

12. On June 9, 2021, the NYAG received a follow-up letter (addressed to the NYAG at 28 Liberty Street New York, NY) from Messrs. Schwartz and Lund, whose law firm had by then become known as Troutman Pepper LLP (“Troutman Pepper”), informing the NYAG that MeToo Kits was now known as “Leda Health” and that “Leda intends to begin marketing its kits, including bringing its website live and available to the public, on or after June 15, 2021.” The letter attached a copy of Leda’s forthcoming website, which stated that Leda was “co-founded” by Mses. Vaidya and Campbell “in Brooklyn, New York.” A true and correct copy of the letter from Messrs. Schwartz and Lund is attached hereto as **Exhibit 10**.

13. On June 30, 2021, I emailed Mr. Schwartz to request a copy of the Kit and obtain

² The transcripts are marked confidential, but this designation was unilaterally added to the document by Leda. The NYAG never entered into any confidentiality agreement with Plaintiffs with regard to any documents produced in response to the Subpoena.

confirmation whether Leda's Kit was being offered for sale or distributed. In response, Mr. Schwartz sent a copy of the Kit, which he advised was "still in development," and confirmed that "Leda is not offering the kits for sale directly to consumers located in New York." A true and correct copy of the email chain reflecting this exchange is attached hereto as **Exhibit 11**.

14. In December 2022, I reviewed Leda's website and observed that Leda continued to make potentially misleading claims about the admissibility of the Kits. At that time, Leda's website continued to list 370 Jay Street, Brooklyn, New York 11201 as Leda's sole address on the website's "Contact Us" page. A true and correct copy of an archive of Leda's website from December 6, 2022 accessed using the Wayback Machine is attached hereto as **Exhibit 12**.

15. Shortly after, the NYAG issued the Subpoena. The Subpoena was addressed to Leda's registered office in the State of Delaware at 16192 Coastal Hwy Lewes, DE, 19958-3608. The NYAG initially attempted to serve an earlier version of the Subpoena on January 24, 2023 by sending a process server to the Brooklyn address listed on Leda's website. The process server was unable to complete service. A true and correct copy of the affidavit reflecting the attempted service is attached hereto as **Exhibit 13**.

16. The NYAG did not make further attempts at personal service of the earlier subpoena on Leda. Instead, the NYAG emailed Mr. Schwartz on January 26, 2023 to inquire whether he still represented Leda, and if so, whether Leda would be willing to waive service of the subpoena. On February 3, 2023, Mr. Schwartz confirmed that Leda had authorized him to accept service on its behalf and invited the NYAG to send him the subpoena via email. The NYAG updated the date on the Subpoena, and emailed it to Mr. Schwartz that same day. A true and accurate copy of this email exchange is attached hereto as **Exhibit 14**.

17. Leda did not formally object to the Subpoena or seek a court order to modify or quash the Subpoena in any respect. Leda instead made 21 rolling productions of documents in

response to the Subpoena over the following months, beginning with a production on February 28, 2023, and ending with a final production on March 1, 2024. During this time, the NYAG occasionally exchanged emails with Leda's counsel at Troutman Pepper to negotiate the scope and timing of Leda's productions of documents in response to the Subpoena. On September 28, 2023, the NYAG and Leda reached an agreement on the last open issue relating to the scope of Leda's production in response to the Subpoena. Communications between the parties related to the Subpoena after that date related to status updates on the timing of Leda's remaining productions.

18. The NYAG's communication with Leda's counsel at Troutman Pepper concerning the Subpoena took place exclusively by phone or by email. Although other attorneys from Troutman Pepper were present on calls or were copied on emails, the primary individuals at Troutman Pepper with whom the NYAG communicated regarding the Subpoena were Samuel D. Harrison and Michael A. Lafleur. As of the date of this declaration, the firm's website indicates Mr. Lafleur is based in Troutman Pepper's Boston, MA office and no longer lists Mr. Harrison. At least through August 2023, Mr. Harrison's email signature indicated that he worked out of Troutman Pepper's Philadelphia, PA office.

19. The documents produced by Leda in response to the Subpoena indicate that Leda was based in New York. For example, the website excerpts, instruction manual for the Kits, user agreement, and privacy agreement that Leda produced to the NYAG, copies of which are attached hereto as **Exhibits** 15, 16, 17, and 18 respectively, each listed 370 Jay Street, Brooklyn, New York 11201 as Leda's only contact address. In addition, the arbitration provision included in the user agreement continues to mandate that any dispute between the user and Leda be arbitrated and that the hearing take place in New York, New York. **Exhibit** 17, Par. 23. At no point during the investigation did Leda or its counsel advise the NYAG that Leda had an office in Pennsylvania.

20. It was only through press reports in October 2023—over four years after the

Investigation was opened, nearly one year after the Subpoena was served, and after the parties had reached agreement on the scope of Leda's production—that the NYAG first became aware that Leda planned to open an office in Pittsburgh, PA. A true and correct copy of one of these press reports is attached hereto as **Exhibit 19**. Through at least December 9, 2023, Leda's website continued to list 370 Jay Street, Brooklyn, New York 11201 as Leda's only contact address. A true and correct copy of an archive of Leda's website from that date accessed using the Wayback Machine is attached hereto as **Exhibit 20**. As of the date of this declaration, the "Contact" page on Leda's website still lists 370 Jay Street, Brooklyn, New York 11201 as one of Leda's addresses, in addition to 3803 Butler St. Pittsburgh, PA 15201. A true and correct screenshot of the "Contact" page on Leda's website accessed today is attached hereto as **Exhibit 21**. After learning that Leda Health opened a new office in Pittsburgh, neither I nor any of my colleagues in the NYAG has ever directly contacted Leda Health or Ms. Campbell at this office.

21. A February 4, 2024 Pittsburgh Post Gazette press article reports that Leda's advisor, Chief Operating Officer, and its partner lab all agreed that the Kits "cannot be used as evidence at trial." The report also indicates that as of the time of the report, Leda's outside forensic advisor observed that while the Kits "have come an astronomical way" since the company began, they "aren't yet ready for court." A true and complete copy of the article entitled "Ready for a fight: Experts say at-home rape assessment kits aren't the best option, but this entrepreneur is selling them to sororities and the military," is attached as **Exhibit 22**, and available at <https://www.post-gazette.com/business/healthcare-business/2024/02/04/leda-health-diy-rape-kit-madison-campbell-bridgeville/stories/202402040047>.

22. On May 31, 2024, the NYAG emailed a draft Assurance of Discontinuance to Leda's counsel containing the NYAG's preliminary findings and proposed relief to resolve the Investigation (the "Draft AOD"). An Assurance of Discontinuance, also known as an "AOD," is

a voluntary stipulation of settlement with the NYAG. Plaintiffs attached a copy of the Draft AOD as Exhibit E to their Complaint. A true and correct copy of the email transmitting the Draft AOD to Leda's counsel is attached hereto as **Exhibit 23**.

23. The Draft AOD is labeled "DRAFT- Confidential Settlement Communication." The NYAG sent it to Leda to serve as a starting point for negotiations over a possible consensual resolution to the Investigation. To that end, the NYAG scheduled a videoconference with Leda's counsel on May 31, 2024 shortly before sending the Draft AOD, during which the NYAG previewed the draft AOD's contents and advised Leda's counsel that we would consider comments from Leda on the Draft AOD's terms. During the videoconference, attended by Mr. Lafleur, Barbara T. Sicalides and Sean Craig of Troutman Pepper, the NYAG invited Leda's counsel to advise the NYAG if Leda believed any of the findings in the Draft AOD were inaccurate, and to provide the NYAG with any comments on the draft AOD's proposed relief. I was present on the videoconference in my role as supervisor. At the end of the videoconference, and in an NYAG email transmitting the draft AOD, the NYAG requested that Leda provide a proposed mark-up of the draft AOD within the following three weeks.

24. At no time during the May 31, 2024 call or at any point thereafter did I or any of my colleagues in the NYAG working on the Investigation communicate to Leda that the NYAG intended to take enforcement action against Leda or Ms. Campbell, including in the event that Leda did not agree or respond to any of the draft AOD's terms.

25. As of the date of this declaration, the NYAG has not initiated an enforcement action against Leda or Ms. Campbell. In accordance with applicable New York law, before bringing an enforcement proceeding to enjoin an individual or entity from committing deceptive acts and practices, the NYAG must provide them with five business days-notice to permit an opportunity to show why an such proceeding should not be brought, absent certain circumstances not present

here. GBL 349(c); Exec. Law 63(12). The NYAG has not sent any such notice to Plaintiffs.

26. On June 21, 2024, after the above-captioned action was filed but before the NYAG was served, I was copied on an email from Mr. Lafleur representing that Leda was “still working on a redline of the draft AOD” and that they expected to get the NYAG a “revised draft for discussion by Friday, July 5.” A true and accurate copy of this email communication is attached hereto as **Exhibit 24**. As of the date of this declaration the NYAG has not received any comments from Leda on the draft AOD.

Dated: New York, New York
July 30, 2024

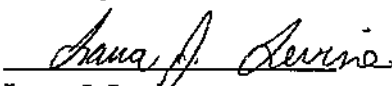
LETITIA JAMES
Attorney General State of New York

Laura J. Levine
Deputy Bureau Chief
Bureau of Consumer Frauds and Protection
28 Liberty Street, 20th Floor
New York, New York 10005
P: 212-416-8313
Laura.Levine@ag.ny.gov

EXHIBIT 1

US NEWS

‘Morally and legally irresponsible’: At-home MeToo rape kit creator under fire

By

Social Links for Natalie Musumeci

Published Sep. 4, 2019

Updated Sep. 5, 2019, 8:29 a.m. ET



MeToo Kit

A Brooklyn startup is under fire for promoting a do-it-yourself rape kit dubbed the “MeToo Kit.”

The MeToo company promotes the kit — which is not yet for sale — on its website as the “first sexual assault evidence kit for at home usage.”

“MeToo is founded on the principle that you should be able to take back control,” the Downtown Brooklyn company says on its website. “Your experience. Your kit. Your story. Your life. Your choice.”

The company claims the kit will allow for evidence collection to be “administered within the confines of the survivor’s chosen place of safety” that “can provide the necessary time-sensitive evidence required in a court of law to identify a sexual predator’s involvement with sexual assault” — and that users “do not need any specialized training” to administer it.

But legal and sex assault experts were horrified at the idea, saying its results wouldn’t hold up in court and accusing the company of trying to cash in on the MeToo movement.

The video player is currently playing an ad.

The New York City Alliance Against Sexual Assault said that it was “deeply disturbed to learn about the existence of a commercial rape kit.”

“We find the ‘MeToo Kits’ not only morally and legally irresponsible, but completely misleading to survivors of sexual assault,” the organization said.

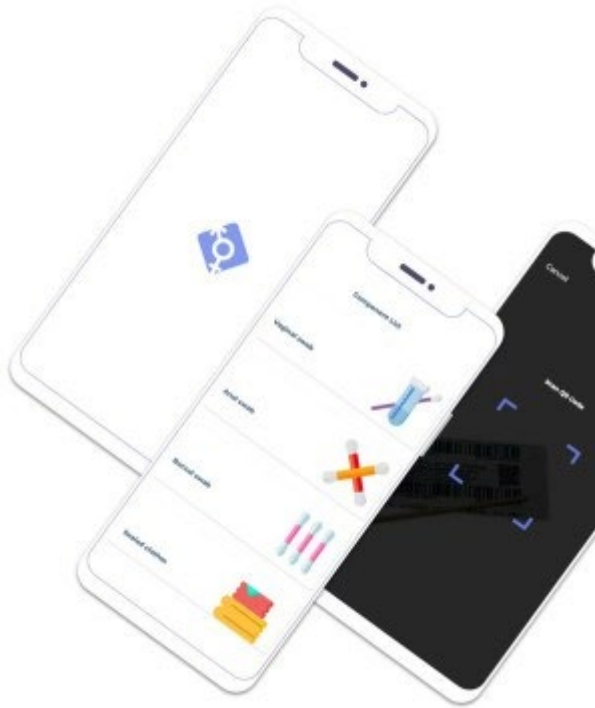
“An assault leaves wounds that last for lifetimes, and this kit diminishes the seriousness of this crime to something trivial that can be processed alone,” the Alliance said. “Furthermore, the legality is specious, and it is likely that if these kits are submitted as evidence in court proceedings they will be thrown out, re-traumatizing survivors.”

Karen Friedman Agnifilo, the chief assistant district attorney of the Manhattan District Attorney’s Office, confirmed: “Material collected with this product would be inadmissible in court, and the use of this product would deprive a survivor of critical medical and trauma services that only trained professionals can provide.”

Michigan Attorney General Dana Nessel sent a cease-and-desist letter to the MeToo company on Aug. 29, accusing it of violating several sections of Michigan’s Consumer Protection Act.

“This company is shamelessly trying to take financial advantage of the ‘Me Too’ movement by luring victims into thinking that an at-home-do-it-yourself sexual assault kit will stand up in court,” said Nessel.

“Nothing could be further from the truth. Career prosecutors know that evidence collected in this way would not provide the necessary chain of custody.”



MeToo Kit

Lauren Hersh, a former Brooklyn sex crimes prosecutor, said that although she understands “the rationale” behind the product, she still finds it “deeply problematic.”

“There is going to be serious problems with it holding up in a court of law,” said Hersh, now the national director for anti-sex trafficking group World Without Exploitation, adding, “There’s a chain-of-custody issue and there’s not an independent examiner.”

Hersh added that victims of sexual assault treating themselves also poses problems.

“There can be serious health consequences and that person likely needs medical attention to deal with any sort of STD, pregnancy ... any other injuries,” Hersh said.

In a questions page on the kit’s website, it says the company has a “multi-step plan so that the kit retains chain of custody. However, there is no guarantee that any of the evidence collected as a result of the use of this product will be admissible in court.”

The company advises that after the kit is used, it should be taken to the police or the Title IX office where an official report would need to be filed.

In a statement to The Post late Wednesday, the founder of the DIY kit, Madison Campbell, said, “Our goal is in order to ensure that the product is up to the highest standards of health and admissibility.”

“We’re looking for allies and partners to help us fine-tune this technology and to ensure that no survivor’s evidence is left uncaptured.”

Campbell said that she is willing to work with Michigan's attorney general, as well as New York's, "and AG's across the country in order to create the best possible product."

She added that the company does "not believe nor support that individuals should forgo going to the hospital after a sexual assault."

As for the MeToo branding, Campbell said, "As a survivor of sexual assault, the MeToo movement is what encouraged me to move forward on this product. If the name of the product interferes with helping survivors, I will change the name."

The company is based at New York University's 370 Jay Street building, but a school spokesman insisted it has no other affiliation to the college, and added that there is "no arrangement with NYU to purchase or use" the MeToo Kit.

A post published on Medium July 25 at one point listed the company as part of the 2019 "Data Future Lab" incubator at NYU Tandon, with a quote from the lab's general manager saying, "The MeToo Kit has the ability to bring ownership and dignity to survivors and allow them to report privately and effectively," [a cached version of the page shows](#). The company was no longer [in the post](#) as of Wednesday.

Additional reporting by Andrew Denney, Bernadette Hogan and Emily Saul

<https://nypost.com/2019/09/04/morally-and-legally-irresponsible-at-home-metoo-rape-kit-creator-under-fire/>

EXHIBIT 2



STATE OF NEW YORK
OFFICE OF THE ATTORNEY GENERAL

LETITIA JAMES
ATTORNEY GENERAL

DIVISIONS OF ECONOMIC & SOCIAL JUSTICE

September 11, 2019

VIA OVERNIGHT MAIL

MeToo Kits Company
370 Jay Street, 7th Floor
Brooklyn, New York 11201

Re: CEASE AND DESIST NOTIFICATION

Dear MeToo Kits Company:

The New York State Office of the Attorney General ("OAG") is extremely concerned by the MeToo Kits Company's ("MeToo")'s advertising representations and marketing for sale of an at-home sexual assault evidence kit.

Pursuant to New York Executive Law § 63(12) and General Business Law § 349, the OAG has the authority to commence legal action to enjoin deceptive, fraudulent or illegal business practices, as well as to obtain restitution, disgorgement, damages, penalties and costs. The OAG is also authorized to issue subpoenas and take testimony prior to any legal proceeding.

Sexual assault is a serious problem. One in five women and one in fourteen men experience sexual violence during their lifetime. By law, New York State provides sexual offense evidence collection kits and examinations at no charge to the survivor. *See* Executive Law § 631(13). The examinations and evidence collection may take place at a number of locations including hospitals and SAFE ("Sexual Assault Forensic Exam") Centers, where survivors will be offered a range of services as appropriate, including testing for sexually transmitted infections, post-exposure HIV prophylaxis, pregnancy prevention medication, treatment of injuries, referrals and follow-up. New York law further provides that all sexual offense evidence be kept in a locked, separate and secure refrigerated area for 20 years from the date of collection unless the patient directs the hospital to surrender it to the police, the patient directs the hospital to dispose of the evidence, or for certain kinds of evidence, if the police request its surrender. *See* Public Health Law § 2805-i.

Your advertising for MeToo's at-home evidence kit fails to disclose that testing, evidence preservation and other services are available for free in New York. Further, by focusing solely on evidence collection, your advertisements do a grave disservice to survivors of sexual assault, as it may lead them to forgo necessary medical treatment and ignores their potential short and long-term support or counseling needs.

We also have serious concerns about a number of your specific advertising representations. Your product is advertised as "the first at-home kit for commercial use." The website advertisement prominently features the use of the kit for "evidence collection," its ability to "accurately collect evidence" and its collection of "evidence required in a court of law." These representations give the misleading impression that the evidence collected will be admissible in a court of law. However, the New York State Department of Health website specifically notes the following:

Accurately maintaining and accounting for the chain of custody of sexual offense evidence is essential for the evidence to be useful in a court of law. **A patient, family member, or support person should never be left alone with evidence or ever allowed to handle or transport evidence after it has been collected.**

<https://www.health.ny.gov/professionals/safe/> (emphasis added).

Additionally, the Department of Justice "National Protocol for Sexual Assault Medical Forensic Examinations" ("DOJ National Protocol") states that "[o]nly a law enforcement official or duly authorized agent should transfer evidence from the exam site to the appropriate [storage site]... Examiners must maintain control of evidence during the exam, while evidence is being dried, and until it is in the kit container and sealed... Documentation should continue with each transfer of the evidence... Patients, advocates, family members, and other support persons should not handle the evidence. Documentation of the chain-of-custody information is vital to ensuring that there has been no loss or alteration of evidence prior to trial."

With respect to the kit itself, the DOJ National Protocol is emphatic that "it is critical that every [sexual assault examination] kit meets or exceeds the following minimum guidelines for contents." Among minimum guidelines, it lists "[m]aterials for collecting and preserving the following evidence: ... * Foreign materials on patients' bodies, including blood, dried secretions, fibers, loose hairs, vegetation, soil/debris, fingernail scrapings and/or cuttings, matted hair cutting, material dislodged from mouth, and swabs of suspected semen, saliva, and/or areas highlighted by alternate light sources... * Hair if required in the jurisdiction... * Body swabs." It also notes that "[i]t is critical to air-dry wet evidence at room temperature in a clean, sterile environment and quick manner that prevents contamination... Following proper drying and packaging procedures is vital to prevent the growth of mold and bacteria that can destroy an evidentiary sample." See <https://www.ncjrs.gov/pdffiles1/ovw/241903.pdf>. It does not appear that the MeToo kit meets these guidelines, making its representations concerning its suitability for collecting evidence particularly questionable.

Your disclaimer in the "Frequently Asked Questions" section of your website, accessible only by clicking on the "FAQ" link after scrolling through several screens of text, that "there is no guarantee that any of the evidence . . . will be admissible in court" is insufficient to contradict the overall message of your advertisement that the evidence will be admissible in court. Further, your

repeated references to “evidence” gives the misleading impression that the evidence collected with your kit is all the evidence that could be collected concerning the assault. A medical forensic examination involves much more than the “SWAB, SPIT, SEAL” you advertise on your product’s packaging. It may include photographs, documentation of injuries and other critical evidence.

We also have serious concerns about the accuracy of your representation that “[the kit] is universal and does not need any specialized training to be administered, unlike most of the standard DNA evidence retrieval kits for sexual assault survivors.”

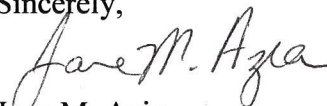
Your FAQ section states that after the kit is completed the survivor must take it to the police (or Title IX office, if the individual is attending an institute of higher education), where the survivor “will need to file an official police report or Title IX report.” This misleadingly suggests that survivors must involve law enforcement, when this is not the case. In New York, it is the survivor’s decision whether or not to file a police report, except in limited circumstances where child abuse reporting laws apply or the use of certain weapons is involved. Your representation may deter survivors from evidence collection.

Finally, your advertising claim that MeToo “trust[s] [the kit] to be a deterrent for sexual assault” gives the misleading impression that individuals are somehow safer from sexual assault as a result of purchasing the kit. This reckless and unsupported representation could lead to serious consequences, as individuals may be lulled into a false sense of security and be less careful with their personal safety as a result.

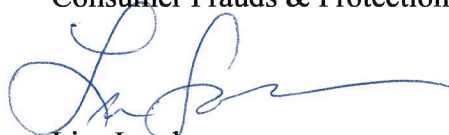
Accordingly, you are hereby directed to immediately cease and desist from advertising your product. Further, we hereby request that you take all necessary steps to preserve all physical and electronic records and data pertaining to matters that are the subject of this letter. The information that should be preserved includes active data (readily accessible today), archived data (stored on backup media), and deleted data (still recoverable through the use of computer forensics). We also request that you take affirmative steps to prevent anyone with access to your data systems and archives from seeking to modify or destroy electronic evidence on network or local hard drives.

Please contact the undersigned within the next five days to confirm that you have ceased your advertisements. Your failure to comply with this directive may result in further action by this office.

Sincerely,



Jane M. Azia
Bureau Chief
Consumer Frauds & Protection Bureau



Lisa Landau
Bureau Chief
Health Care Bureau

EXHIBIT 3



STATE OF NEW YORK
OFFICE OF THE ATTORNEY GENERAL

LETITIA JAMES
ATTORNEY GENERAL

DIVISIONS OF ECONOMIC & SOCIAL JUSTICE

September 11, 2019

VIA OVERNIGHT MAIL

The Preserve Group, LLC
900 SE Central Avenue, Suite 223
Seaside Park, NJ 08752

Re: CEASE AND DESIST NOTIFICATION

Dear Preserve Group, LLC:

The New York State Office of the Attorney General ("OAG") is extremely concerned by Preserve Group, LLC ("Preserve")'s advertising representations and marketing for sale of an at-home sexual assault evidence kit (the "Preserve kit").

Pursuant to New York Executive Law § 63(12) and General Business Law § 349, the OAG has the authority to commence legal action to enjoin deceptive, fraudulent or illegal business practices, as well as to obtain restitution, disgorgement, damages, penalties and costs. The OAG is also authorized to issue subpoenas and take testimony prior to any legal proceeding.

Sexual assault is a serious problem. One in five women and one in fourteen men experience sexual violence during their lifetime. By law, New York State provides sexual offense evidence collection kits and examinations at no charge to the victim. *See* Exec. Law § 631(13). The examinations and evidence collection takes place at a number of locations, including hospitals and SAFE ("Sexual Assault Forensic Exam") Centers, where survivors will be offered a range of services as appropriate, including testing for sexually transmitted infections, post-exposure HIV prophylaxis, pregnancy prevention medication, and treatment of injuries. New York law further provides that all sexual offense evidence shall be kept in a locked, separate, and secure refrigerated area for 20 years from the date of collection unless the patient directs the hospital to surrender it to the police, the patient directs the hospital to dispose of the evidence, or, for certain kinds of evidence, if the police request its surrender. *See* Public Health Law § 2805-i.

Your website and Amazon advertising for the at-home evidence kit fail to clearly and conspicuously disclose that testing and other services are available for free in New York, only doing so in a general statement about federal law in a separate “welcome message” on the website and casting doubt on its availability in New York by adding that “[t]here can be some restrictions to this so it’s important to double-check this in advance.” Your Amazon advertisement does not disclose the availability of free testing at all. Further, by focusing solely on evidence collection, your Amazon advertisement does a grave disservice to survivors of sexual assault, as it may lead them to forgo necessary medical treatment and other services.

We also have serious concerns about a number of your advertising representations. The website advertisement prominently features the use of the kit “to collect evidence for use at a later date within the judicial system” and its ability to “address the evidentiary needs of survivors.” It states that “[t]he goal of the PRESERVEkit is to provide survivors with the information and tools needed to collect their own evidence.” Your website offers testimonials which refer to the Preserve kit as “an excellent alternative” and “an outstanding option” for sexual assault survivors who do not want a forensic exam near the time of assault and state that it “can help preserve choices.” In a “special statement,” it adds that “[c]rime victims give evidence to law enforcement that is admissible in court every day. The court system doesn’t rule out evidence for the sole reason that it has been provided by the victim.” This advertising gives the misleading impression that the evidence collected will be admissible in a court of law. However, the New York State Department of Health website specifically notes the following:

Accurately maintaining and accounting for the chain of custody of sexual offense evidence is essential for the evidence to be useful in a court of law. **A patient, family member, or support person should never be left alone with evidence or ever allowed to handle or transport evidence after it has been collected.**

<https://www.health.ny.gov/professionals/safe/> (emphasis added).

Additionally, the Department of Justice “National Protocol for Sexual Assault Medical Forensic Examinations” (“DOJ National Protocol”) states that “[o]nly a law enforcement official or duly authorized agent should transfer evidence from the exam site to the appropriate [storage site]... Examiners must maintain control of evidence during the exam, while evidence is being dried, and until it is in the kit container and sealed... Documentation should continue with each transfer of the evidence... Patients, advocates, family members, and other support persons should not handle the evidence. Documentation of the chain-of-custody information is vital to ensuring that there has been no loss or alteration of evidence prior to trial.”

With respect to the kit itself, the DOJ National Protocol is emphatic that “it is critical that every [sexual assault examination] kit meets or exceeds the following minimum guidelines for contents.” Among minimum guidelines, it lists “[m]aterials for collecting and preserving the following evidence: ... * Foreign materials on patients’ bodies, including blood, dried secretions, fibers, loose hairs, vegetation, soil/debris, fingernail scrapings and/or cuttings, matted hair cutting, material dislodged from mouth, and swabs of suspected semen, saliva, and/or areas highlighted by alternate light sources... * Hair if required in the jurisdiction... * Body swabs.” It also notes that “[i]t is critical to air-dry wet evidence at room temperature in a clean, sterile environment and quick manner that prevents contamination... Following proper drying and packaging procedures is vital to

prevent the growth of mold and bacteria that can destroy an evidentiary sample.” See <https://www.ncjrs.gov/pdffiles1/ovw/241903.pdf>. It does not appear that the Preserve kit meets these guidelines, making its representations concerning its suitability for collecting evidence particularly questionable.

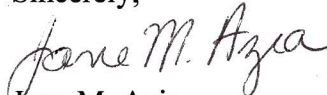
Finally, the Preserve website contains the FEMA “Prepared, Not Scared/National Preparedness Month 2019” logo, which includes the statement “FEMA Ready” with a check next to it, which implies endorsement or review by a federal agency that Preserve is highly unlikely to have obtained.

Meanwhile, the Amazon page describes the Preserve kit as a “[s]exual assault evidence collection kit containing all of the tools and...directions needed for the proper collection of evidence” and for “securing evidence.” However, as discussed, the kit does not allow for the “proper collection” of evidence, nor, most especially, for “securing” it. Based on the representation on Amazon, it appears that this “kit” (retailing for \$29.99) contains little more than two swabs, a paper bag marked “Evidence,” a hinge lifter, and a piece of red tape labeled “Evidence.” Characterizing these ordinary supplies as the “tools necessary to collect evidence of a sexual assault” and “[e]vidence packaging supplies to properly package evidence” is also misleading, as stamping a paper bag with “Evidence” or taping it shut with a red piece of tape has nothing to do with whether any physical evidence gathered might ultimately be admissible in court.

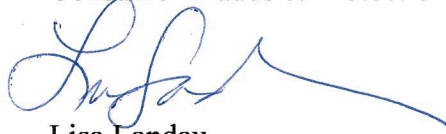
Accordingly, you are hereby advised to immediately cease and desist from advertising and selling your product to New York consumers. Further, we hereby request that you take all necessary steps to preserve all physical and electronic records and data pertaining to matters that are the subject of this letter. The information that should be preserved includes active data (readily accessible today), archived data (stored on backup media), and deleted data (still recoverable through the use of computer forensics). We also request that you take affirmative steps to prevent anyone with access to your data systems and archives from seeking to modify or destroy electronic evidence on network or local hard drives.

Please contact the undersigned within the next five days to confirm that you have ceased your advertising and selling to New York consumers. Your failure to comply with this directive may result in further action by this office.

Sincerely,



Jane M. Azia
Bureau Chief
Consumer Frauds & Protection Bureau



Lisa Landau
Bureau Chief
Health Care Bureau

EXHIBIT 4



Letitia James

New York State Attorney General

Consumer Alert:

Attorney General James Orders Sexual Assault Evidence Kit Companies To Cease And Desist Operations

September 12, 2019

Attorney General James Orders Sexual Assault Evidence Kit Companies to Cease and Desist Operations

Companies Purport to Sell Do-It-Yourself Sexual Assault Evidence Kits Without Medical or Legal Protections

NEW YORK – Attorney General Letitia James today announced that she directed [MeToo Kits Company](#) and [Preserve Group](#) to ‘cease and desist’ selling at home sexual assault evidence kits. These kits have raised widespread concern due to their marketing as an alternative to seeking professional medical care and because of the companies’ implied representation that the evidence collected by these kits would be admissible in court. By law, New York State provides sexual assault exams and evidence collection at no charge to survivors and it is misleading for a company to profit from selling these kits when an above-board service is provided free of charge. Additionally, the collection of evidence in sexual assault cases is of crucial importance, and there are concerns about the quality of the evidence collected by these kits and whether they would be admissible in court.

“Sexual assault is a real problem that demands a real response,” said **Attorney General Letitia James**. “Proper medical attention and accurate evidence collection are of critical importance to supporting survivors. I am deeply concerned about companies selling kits that deter individuals

from seeking professional care and purport to collect evidence without knowing whether the evidence will be admissible in court. We must ensure that all survivors of sexual assault are not misled and that justice is served.”

If you or someone you know has been sexually assaulted, you may seek support and information about access to free sexual assault examinations and evidence collection kits from the New York State Coalition Against Sexual Assault by visiting <http://nyscasa.org/get-help/> or calling 1-800-942-6906.

EXHIBIT 5

FOR IMMEDIATE RELEASE

Contact: D3L Media
Press@MeTooKit.com
703.303.1425

MeToo Kit Response to New York AG James

Brooklyn, NY | September 12, 2019 – Madison Campbell [twitter: @mapcampbell], CEO and Founder of MeToo Kit Company (metookit.com) issued the following statement in response to New York AG James Cease and Desist.

As a sexual assault survivor who did not report, I believe AG James is missing the bigger picture.

MeToo Kit's mission is to help survivors of sexual assault who are unwilling to go to the police or the hospital to collect time-sensitive DNA evidence. There were 6,555 reported cases of rape in 2018 in NY state alone. According to state and FBI crime figures, fewer than 12% of those reports resulted in an arrest (significantly lower than the national average). Three out of every four rapes go unreported, meaning that for those 6,000+ reported rapes there were more than 10,000 survivors of sexual assault that chose not to report.

While we agree with the AG James that the traditional public health and legal system do not charge for the collection of sexual assault evidence, many survivors find their interactions with these systems traumatic in terms of time and emotion. Sexual Assault Nurse Examinations are free to anyone who obtains them. However, we are focused on the large percentage of individuals who opt-out of this process. We have yet to set a price for our kit, but our goal in developing this product is to radically cut down on the time and the process survivors have to go through, and we hope to work with organizations to make them available at no cost to survivors.

We believe survivors have the right to collect evidence of their assault, independent from the traditional legal and health systems. Our kit represents a natural extension of existing rights afforded to the survivors of crime and to citizens of NY state.

No rape kit—not even the government one—is automatically admissible in court. A judge determines admissibility in each instance, based on the underlying evidence.

Our kit is currently in development and has not yet been sold to the public, hence we acknowledge that the admissibility has yet to be proven, but our goal is to develop the kit such that it meets the legal, scientific, and medical standards necessary in order to guarantee admissibility into the traditional criminal justice system, if the survivor in question chooses to pursue that path.

We look forward to opening a dialogue with AG James on how to ensure those with a right to collect evidence are enabled to do so in a compliant and legal manner.

EXHIBIT 6



STATE OF NEW YORK
OFFICE OF THE ATTORNEY GENERAL

SUBPOENA DUCES TECUM
THE PEOPLE OF THE STATE OF NEW YORK

GREETINGS

TO: Madison Campbell
Chief Executive Officer
Leda Health Corporation
16192 Coastal Hwy
Lewes, DE, 19958-3608

YOU ARE HEREBY COMMANDED, pursuant to Executive Law § 63(12), General Business Law §§ 349 and 350 and § 2302(a) of the New York Civil Practice Law and Rules, to deliver and turn over to Letitia James, the Attorney General of the State of New York, or a designated Assistant Attorney General, on **the 15th day of February, 2023, by 10:00 a.m.**, or any agreed upon adjourned date or time, via email to the undersigned or via a secured file transfer program, all documents and information requested in the attached Schedule in accordance with the instructions and definitions contained therein.

TAKE NOTICE that the Attorney General deems the documents and information requested by this Subpoena to be relevant and material to an investigation and inquiry that has been undertaken in the public interest.

TAKE FURTHER NOTICE that your disobedience of this Subpoena, by failing to deliver the documents and information requested in the attached Schedule on the date, time and place stated above or on any agreed upon adjourned date or time, **may subject You to penalties and other lawful punishment under** § 2308 of the New York Civil Practice Law and Rules, or other statutes.

WITNESS, The Honorable Letitia James, Attorney General of the State of New York, this 1st day of February, 2023.

By: Jane M. Azia

Jane Azia

Bureau Chief

Bureau of Consumer Frauds & Protection

28 Liberty St., 20th Floor

New York, New York 10005

Tel.: 212.416.8300

By: Emily E. Smith

Emily Smith

Attorney General Fellow

Bureau of Consumer Frauds & Protection

28 Liberty Street, 20th Floor

New York, New York 10005

Tel.: 212.416.8316

Email: emily.smith@ag.ny.gov

SCHEDULE

A. General Definitions and Rules of Construction

1. “All” means each and every.
2. “Any” means any and all.
3. “And” and “or” shall be construed either disjunctively or conjunctively as necessary to bring within the scope of the Subpoena all information or documents that might otherwise be construed to be outside of its scope.
4. “Communication” means any conversation, discussion, letter, email, memorandum, meeting, note or other transmittal of information or message, whether transmitted in writing, orally, electronically or by any other means, and shall include any document that abstracts, digests, transcribes, records or reflects any of the foregoing.
5. “Concerning” means, directly or indirectly, in whole or in part, relating to, referring to, describing, evidencing or constituting.
6. “Custodian” means any person or entity that, as of the date of this Subpoena, maintained, possessed, or otherwise kept or controlled such document.
7. “Data Dictionary” means documentation of the organization and structure of the databases or data sets that is sufficient to allow their reasonable use by the Office of the Attorney General, including, for each table of information: (i) the size including the total number of records and file size (compressed and uncompressed) of the table; (ii) a general description; (iii) a list of field names; (iv) a definition for each field as it is used by the Company; (v) definitions of all codes and acronyms that appear as field values; (vi) the format (including variable type and length), total record counts, null value counts, and total unique record counts of each field; (vii) the fields that are primary keys for the purpose of identifying a unique observation; and (viii) the fields that are foreign keys for the purpose of joining tables.
8. “Document” is used herein in the broadest sense of the term and means all records and other tangible media of expression of whatever nature, however and wherever created, produced or stored (manually, mechanically, electronically or otherwise), including all versions whether draft or final, all annotated or nonconforming or other copies, electronic mail (“e-mail”), instant messages, text messages, Blackberry or other wireless device messages, voicemail, calendars, date books, appointment books, diaries, books, papers, files, notes, confirmations, accounts statements, correspondence, memoranda, reports, records, journals, registers, analyses, code (e.g., C/C++/C#, SQL, JavaScript,), algorithms, code repositories (e.g. GitHub), commit messages, audit logs, data or databases (e.g., Oracle, postgres or other SQL or non-SQL systems), plans, manuals, policies, telegrams, faxes, telexes, wires, telephone logs, telephone messages, message slips, minutes,

notes, records or transcriptions of conversations or communications or meetings, tape recordings, videotapes, disks, and other electronic media, microfilm, microfiche, storage devices, press releases, contracts, agreements, notices and summaries. Any non-identical version of a document constitutes a separate document within this definition, including drafts or copies bearing any notation, edit, comment, marginalia, underscoring, highlighting, marking, comment messages or any other alteration of any kind resulting in any difference between two or more otherwise identical documents. In the case of documents bearing any notation or other marking made by highlighting ink, the term document means the original version bearing the highlighting ink, which original must be produced as opposed to any copy thereof.

9. "Entity" means without limitation any corporation, company, limited liability company or corporation, partnership, limited partnership, association or other firm or similar body, or any unit, division, agency, department or similar subdivision thereof.
10. "Including" means including without limitation.
11. "Identify" or "Identity," as applied to any Document means the provision in writing of information sufficiently particular to enable the Office of the Attorney General to request the document's production through subpoena or otherwise, including but not limited to: (i) document type (letter, memo, etc.); (ii) document subject matter; (iii) document date; and (iv) document author(s), addressee(s) and recipient(s). In lieu of identifying a document, the Office of the Attorney General will accept production of the document, together with designation of the document's custodian, and identification of each person you believe to have received a copy of the document.
12. "Identify" or "Identity," as applied to any Entity, means the provision in writing of such entity's legal name, any d/b/a, former, or other names, any parent, subsidiary, officers, employees or agents thereof, and any address(es) and telephone number(s) thereof.
13. "Identify" or "Identity," as applied to any Person, means and includes the provision in writing of the person's name, title(s), any aliases, place(s) of employment, telephone number(s), e-mail address(es), mailing addresses and physical address(es).
14. "Person" means any natural person.
15. "Sent" or "received" as used herein means, in addition to their usual meanings, the transmittal or reception of a document by physical, electronic or other delivery, whether by direct or indirect means.
16. "Subpoena" means this subpoena and any schedules or attachments thereto.

17. The use of the singular form of any word used herein shall include the plural and vice versa. The use of any tense of any verb includes all other tenses of the verb.

B. Particular Definitions

1. “Respondent,” “You,” or “Your” means Leda Health, Inc.; any entity in which Leda Health, Inc. is an owner, member, director or officer; any of the foregoing’s predecessors, successors, present or former parents, subsidiaries or affiliates, whether direct or indirect; and all directors, officers, partners, employees, agents, contractors, consultants, representatives, and attorneys of the foregoing, or any other persons or entities associated with or acting on behalf of the foregoing, or acting on behalf of any predecessors, successors, or affiliates of the foregoing.
2. “Early Evidence Kits,” or “EEKs” means the DNA self-collection kits referred to on the LedaHealth.com website for survivors of sexual assault.
3. “Personal Information” means information that identifies or relates to an individual or device or that is reasonably linkable to an individual or household.

C. Instructions

1. Preservation of Relevant Documents and Information; Spoliation. You are reminded of your obligations under law to preserve documents and information relevant or potentially relevant to this Subpoena from destruction or loss, and of the consequences of, and penalties available for, spoliation of evidence. No agreement, written or otherwise, purporting to modify, limit or otherwise vary the terms of this Subpoena shall be construed in any way to narrow, qualify, eliminate or otherwise diminish your aforementioned preservation obligations. Nor shall you act, in reliance upon any such agreement or otherwise, in any manner inconsistent with your preservation obligations under law. No agreement purporting to modify, limit or otherwise vary your preservation obligations under law shall be construed as in any way narrowing, qualifying, eliminating or otherwise diminishing such aforementioned preservation obligations, nor shall you act in reliance upon any such agreement, unless an Assistant Attorney General confirms or acknowledges such agreement in writing or makes such agreement a matter of record in open court.
2. Possession, Custody, and Control. The Subpoena calls for all responsive documents or information in your possession, custody or control. This includes documents or information possessed or held by any of your officers, directors, employees, agents, representatives, divisions, affiliates, subsidiaries, persons or entities from whom you could request documents or information. If documents or information responsive to a request in this Subpoena are in your control, but not in your possession or custody, you shall promptly identify the person or entity with possession or custody.
3. Documents No Longer in Your Possession. If any document requested herein

was formerly in your possession, custody or control but is no longer available or no longer exists, you shall submit a statement in writing under oath that: (i) describes in detail the nature of such document and its contents; (ii) identifies the persons who prepared such document and its contents; (iii) identifies all persons or entities who have seen or had possession or custody of such document; (iv) specifies the date(s) on which such document was prepared, transmitted or received; (v) specifies the date(s) on which such document became unavailable; (vi) specifies the reason why such document is unavailable, including whether it was misplaced, lost, destroyed or transferred; and if such document has been destroyed or transferred, the conditions of and reasons for such destruction or transfer and the identity of the persons or entities requesting or performing such destruction or transfer; and (vii) identifies all persons or entities with knowledge of any portion of the contents of the document.

4. No Documents Responsive to Subpoena Requests. If there are no documents responsive to any particular Subpoena request, you shall so state in writing under oath in the Affidavit of Compliance attached hereto, identifying the paragraph number(s) of the Subpoena request concerned.
5. Format of Production. You shall produce documents and information responsive to this Subpoena in the format requested by the Office of the Attorney General. Productions in electronic format shall meet the specifications set out in Attachments 1 and 2, unless otherwise agreed to in writing with an Assistant Attorney General.
6. Existing Organization of Documents to be Preserved. Regardless of whether a production is in electronic or paper format, each document shall be produced in the same form, sequence, organization or other order or layout in which it was maintained before production, including production of any document or other material indicating filing or other organization. Such production shall include any file folder, file jacket, cover or similar organizational material, as well as any folder bearing any title or legend that contains no document. Likewise, all documents that are physically attached to each other in your files shall remain so attached in any production; or if such production is electronic, shall be accompanied by notation or information sufficient to indicate clearly such physical attachment.
7. Manner of Compliance – Custodians/Search Terms/Technology-Assisted Review. Prior consultation with the Office of the Attorney General is required concerning selection of custodians for document searches (whether electronic or otherwise) or for use of search term filters, predictive coding or other forms of technology-assisted review. The Office of the Attorney General reserves the right to approve, disapprove, modify or supplement any proposed list of custodians, search terms or review methodology. The selection or use of custodians, search term filters or technology-assisted review in no way relieves you of your obligation to fully respond to these requests for documents or information.

8. Document Numbering. All documents responsive to this Subpoena, regardless of whether produced or withheld on ground of privilege or other legal doctrine, and regardless of whether production is in electronic or paper format, shall be numbered in the lower right corner of each page of such document, without disrupting or altering the form, sequence, organization or other order or layout in which such documents were maintained before production. Such number shall comprise a prefix containing the producing party's name or an abbreviation thereof, followed by a unique, sequential, identifying document control number.
9. Privilege Placeholders. For each document withheld from production on ground of privilege or other legal doctrine, regardless of whether a production is electronic or in hard copy, you shall insert one or more placeholder page(s) in the production bearing the same document control number(s) borne by the document withheld, in the sequential place(s) originally occupied by the document before it was removed from the production.
10. Privilege. If you withhold or redact any document responsive to this Subpoena on ground of privilege or other legal doctrine, you shall submit with the documents produced a statement in writing under oath, stating: (i) the document control number(s) of the document withheld or redacted; (ii) the type of document; (iii) the date of the document; (iv) the author(s) and recipient(s) of the document; (v) the general subject matter of the document; and (vi) the legal ground(s) for withholding or redacting the document. If the legal ground for withholding or redacting the document is attorney-client privilege, you shall indicate the name of the attorney(s) whose legal advice is sought or provided in the document.
11. Your Production Instructions to be Produced. You shall produce a copy of all written or otherwise recorded instructions prepared by you concerning the steps taken to respond to this Subpoena. For any unrecorded instructions given, you shall provide a written statement under oath from the person(s) who gave such instructions that details the specific content of the instructions and any person(s) to whom the instructions were given.
12. Cover Letter, Index, and Identifying Information. Accompanying any production(s) made pursuant to this Subpoena, you shall include a cover letter that shall at a minimum provide an index containing the following: (i) a description of the type and content of each document produced therewith; (ii) the paragraph number(s) of the Subpoena request(s) to which each such document is responsive; (iii) the identity of the custodian(s) of each such document; and (iv) the document control number(s) of each such document. As further set forth in Attachment 2, information must also be included in the metadata and load files of each production concerning the identity of each document's custodian, as well as information identifying the particular document requests or information to which each document is responsive.
13. Affidavit of Compliance. A copy of the Affidavit of Compliance provided herewith shall be completed and executed by all persons supervising your

compliance with this Subpoena, and you shall submit such executed Affidavit(s) of Compliance with your response to this Subpoena.

14. Identification of Persons Preparing Production. In a schedule attached to the Affidavit of Compliance provided herewith, you shall identify the persons and entities who prepared or assembled any productions or responses to this Subpoena. You shall further identify the persons under whose personal supervision the preparation and assembly of productions and responses to this Subpoena occurred. You shall further identify all other persons able to testify competently that: (i) such productions and responses are complete and correct to the best of such person's knowledge and belief; and (ii) any documents produced are authentic, genuine and what they purport to be.
15. Continuing Obligation to Produce. This Subpoena imposes a continuing obligation to produce documents and information responsive to the Subpoena requests. Documents located or created, and information learned, acquired or created, at any time after your response is due shall be promptly produced at the place specified in this Subpoena.
16. No Oral Modifications. No agreement purporting to modify, limit or otherwise vary this Subpoena shall be valid or binding, and you shall not act in reliance upon any such agreement, unless an Assistant Attorney General confirms or acknowledges such agreement in writing or makes such agreement a matter of record in open court.
17. Time Period. Unless otherwise specified, the time period covered by this Subpoena shall be June 1, 2020 to present.

D. Documents to be Produced

1. Documents sufficient to show Your corporate structure, including documents sufficient to identify all parent and subsidiary entities, joint ventures in which You have any interest, or any other affiliated entities and the nature of such affiliation.
2. Documents sufficient to show Your governance structure, including documents sufficient to identify all persons or entities who are Your owners, members, directors, or officers.
3. All Documents to show any licensing or registration as a corporation in New York State.
4. Copies of all Your advertising and marketing materials for EEKs since launching, including but not limited to media advertisements, website advertisements, social media advertisements, email or text message communications and advertisements in any other form.
5. All iterations of Your website, Your app, and social media since launching, including but not limited to any Twitter accounts.
6. All documents concerning Your Sexual Assault Nurse Examiner (“SANE”) and SANE kits representations, including but not limited to maps of New York SANE locations, and documents sufficient to show the accuracy of these representations.
7. Documents sufficient to show when You first began selling EEKs and when You first began selling EEKs in New York State.
8. Documents sufficient to show how many EEKs You have sold nationally and within New York, broken down by month and year.
9. Documents sufficient to show any costs and fees charged to Persons or associated Entities or groups who request EEKs.
10. To the extent that EEKS are provided or distributed in a manner other than through sales, Documents sufficient to show the method and manner employed for such provision or distribution to consumers, either directly or through another Entity or group.
11. Documents sufficient to show any relationships with college or university campuses or student organizations at any colleges or universities, including but not limited to any sororities and/or fraternities, concerning EEKs.
12. Documents sufficient to Identify and to show any relationships with the following Persons or Entities, including third parties, other than those identified in Request 11 with which You engage to provide the following: sexually transmitted infection testing, Plan B contraceptives, delivery services, and DNA and/or forensic testing of samples collected through EEKs.

13. Documents sufficient to show how You help individuals “access” Plan B, as represented on Your website or any similar representations on Your app, and any fees charged for such access or delivery.
14. All contracts, past and present, between You and any laboratories related to the analysis of EEKs.
15. Documents sufficient to show the names and locations of any laboratories to which You submits EEKs for analysis, the dates You worked with each laboratory, and that identify Your main point of contact at each laboratory. If Your relationship with any laboratory has terminated, please provide documents sufficient to show date and reason for termination of relationship.
16. Documents sufficient to show the sample collection process and any instructions provided to consumers on proper sample collection.
17. Documents sufficient to show protocols followed by You Concerning admissibility of EEK kits in court.
18. All documents and data to support admissibility claims found on Your website, including but not limited to Your website representation that Your partner lab “has experience testing sexual assault kits submitted by law enforcement, having results admitted in court, and testifying in court” or any similar representations made on Your app.
19. Documents sufficient to show how admissibility of EEKs compares to SANE kits.
20. Documents sufficient to show how chain of custody is maintained with samples collected from EEKs from consumer collection to all steps afterward. If any instances exist where chain of custody was not properly maintained, please provide Documents sufficient to show the date of such instance, a description of what occurred to break chain of custody and how You responded.
21. All communications with any laboratories You have submitted EEKs to for analysis regarding admissibility of samples and chain of custody.
22. Documents sufficient to show how many EEKs have been analyzed by Your partner lab(s).
23. Documents sufficient to show what Personal Information You collect from individuals who visited Your website, used Your app, requested Your services, and/or obtained EEKs.
24. Documents sufficient to show whether You share the Personal Information of any Person who visited Your website(s), used Your app(s), requested Your services, or obtained an EEK with any other Entities or Persons; if so, please identify these Entities and/or Persons, the Personal Information shared, and the reason for such sharing.

25. Documents sufficient to identify all third-party tools You use on Your website(s), app(s), and any other online services and what Personal Information is collected via each tool.
26. All training materials, procedures and/or protocols of any type that You provide to Your employees and/or independent contractors regarding collection of Personal Information from individuals who visit Your website(s), use Your app(s), request Your services, or obtain EEKs, including but not limited to trainings and/or protocols regarding retention and storage of such information.
27. All policies, procedures, and/or protocols concerning the handling, retention, storage, and security of Personal Information, or in the absence of such policies, procedures, and/or protocols, Documents sufficient to support Your website representation that You “have implemented many security and privacy protocols to protect [consumers’] personal information” or any similar representations on Your app.
28. All training materials, procedures and/or protocols of any type You provide to Your employees and/or independent contractors regarding the transport and handling of EEK samples, including but not limited to training and/or protocols regarding the collection, retention, and storage of these samples and their transmission to a laboratory.
29. All consent forms of any type that You require individuals who seek EEKs to sign or offer them the option of signing.
30. Documents sufficient to show any efforts by You to limit third parties’ ability to collect, use or disclose Personal Information, including location information or website activity, from individuals who visit Your website or other online services.
31. All notices and disclosures provided to individuals about how You handle, use, disclose, retain, and store Personal Information collected via EEKs, Your website(s), Your app(s), and other services, including but not limited to disclosures Concerning law enforcement requests.
32. All Documents Concerning complaints received by You from consumers, governmental agencies or any other Person Concerning EEKS, Your Terms & Conditions, or Privacy Policies, and Documents sufficient to show the action taken, if any, by You in response to such complaints.

ATTACHMENT 1

Electronic Document Production Specifications

Unless otherwise specified and agreed to by the Office of Attorney General, all responsive documents must be produced in LexisNexis® Concordance® format in accordance with the following instructions. Any questions regarding electronic document production should be directed to the Assistant Attorney General whose telephone number appears on the subpoena.

1. **Concordance Production Components.** A Concordance production consists of the following component files, which must be produced in accordance with the specifications set forth below in Section 7.
 - A. ***Metadata Load File.*** A delimited text file that lists in columnar format the required metadata for each produced document.
 - B. ***Extracted or OCR Text Files.*** Document-level extracted text for each produced document or document-level optical character recognition (“OCR”) text where extracted text is not available.
 - C. ***Single-Page Image Files.*** Individual petrified page images of the produced documents in tagged image format (“TIF”), with page-level Bates number endorsements.
 - D. ***Opticon Load File.*** A delimited text file that lists the single-page TIF files for each produced document and defines (i) the relative location of the TIF files on the production media and (ii) each document break.
 - E. ***Native Files.*** Native format versions of non-printable or non-print friendly produced documents.
2. **Production Folder Structure.** The production must be organized according to the following standard folder structure:
 - data\ (contains production load files)
 - images\ (contains single-page TIF files, with subfolder organization)
 \0001, \0002, \0003...
 - native_files\ (contains native files, with subfolder organization)
 \0001, \0002, \0003...
 - text\ (contains text files, with subfolder organization)
 \0001, \0002, \0003...
3. **De-Duplication.** You must perform global de-duplication of stand-alone documents and email families against any prior productions pursuant to this or previously related subpoenas.

4. Paper or Scanned Documents. Documents that exist only in paper format must be scanned to single-page TIF files and OCR'd. The resulting electronic files should be pursued in Concordance format pursuant to these instructions. You must contact the Assistant Attorney General whose telephone number appears on the subpoena to discuss (i) any documents that cannot be scanned, and (ii) how information for scanned documents should be represented in the metadata load file.
5. Structured Data. Before producing structured data, including but not limited to relational databases, transactional data, and xml pages, you must first speak to the Assistant Attorney General whose telephone number appears on the subpoena. Structured data is data that has a defined length and format and includes, but is not limited to, relational databases, graphical databases, JSON files, or xml/html pages.

A. Relational Databases

1. Database tables should be provided in CSV or other delimited machine-readable, non-proprietary format, with each table in a separate data file. The preferred delimiter is a vertical bar "|". If after speaking with the Assistant Attorney General and it is determined that the data cannot be exported from a proprietary database, then the data can be produced in the proprietary format so long as the Office of the Attorney General is given sufficient access to that data.
2. Each database must have an accompanying Data Dictionary.
3. Dates and numbers must be clearly and consistently formatted and, where relevant, units of measure should be explained in the Data Dictionary.
4. Records must contain clear, unique identifiers, and the Data Dictionary must include explanations of how the files and records relate to one another.
5. Each data file must also have an accompanying summary file that provides total row counts for the entire dataset and total row counts.

B. Compression

1. If Documents are provided in a compressed archive, only standard lossless compression methods (e.g., gzip, bzip2, and ZIP) shall be used. Media files should be provided in their original file format, with metadata preserved and no additional lossy encoding applied.

6. Media and Encryption. All documents must be produced on CD, DVD, or hard-drive media. After consultation with the Assistant Attorney General, Documents may also be produced over a secure file transfer protocol (FTP), a pre-approved cloud-based platform (e.g. Amazon Web Services S3 bucket), or the Attorney General's cloud platform OAGCloud. All production media must be protected with a strong, randomly-generated password containing at least 16 alphanumeric characters and encrypted using Advanced Encryption Standard with 256-bit key length (AES-256). Passwords for electronic documents, files, compressed archives and encrypted media must be provided separately from the media.

7. Production File Requirements.

A. *Metadata Load File*

- Required file format:
 - ASCII or UTF-8
 - Windows formatted CR + LF end of line characters, including full CR + LF on last record in file.
 - .dat file extension
 - Field delimiter: (ASCII decimal character 20)
 - Text Qualifier: þ (ASCII decimal character 254). Date and pure numeric value fields do not require qualifiers.
 - Multiple value field delimiter: ; (ASCII decimal character 59)
- The first line of the metadata load file must list all included fields. All required fields are listed in Attachment 2.
- Fields with no values must be represented by empty columns maintaining delimiters and qualifiers.
- **Note:** All documents must have page-level Bates numbering (except documents produced only in native format, which must be assigned a document-level Bates number). The metadata load file must list the beginning and ending Bates numbers (BEGDOC and ENDDOC) for each document. For document families, including but not limited to emails and attachments, compound documents, and uncompressed file containers, the metadata load file must also list the Bates range of the entire document family (ATTACHRANGE), beginning with the first Bates number (BEGDOC) of the “parent” document and ending with the last Bates number (ENDDOC) assigned to the last “child” in the document family.
- Date and Time metadata must be provided in separate columns.
- Accepted date formats:
 - mm/dd/yyyy
 - yyyy/mm/dd
 - yyymmdd
- Accepted time formats:
 - hh:mm:ss (if not in 24-hour format, you must indicate am/pm)

- hh:mm:ss:mmm

B. *Extracted or OCR Text Files*

- You must produce individual document-level text files containing the full extracted text for each produced document.
- When extracted text is not available (for instance, for image-only documents) you must provide individual document-level text files containing the document's full OCR text.
- The filename for each text file must match the document's beginning Bates number (BEGDOC) listed in the metadata load file.
- Text files must be divided into subfolders containing no more than 500 to 1000 files.

C. *Single-Page Image Files (Petrified Page Images)*

- Where possible, all produced documents must be converted into single-page tagged image format ("TIF") files. See Section 7.E below for instructions on producing native versions of documents you are unable to convert.
- Image documents that exist only in non-TIF formats must be converted into TIF files. The original image format must be produced as a native file as described in Section 7.E below.
- For documents produced only in native format, you must provide a TIF placeholder that states "Document produced only in native format."
- Each single-page TIF file must be endorsed with a unique Bates number.
- The filename for each single-page TIF file must match the unique page-level Bates number (or document-level Bates number for documents produced only in native format).
- Required image file format:
 - CCITT Group 4 compression
 - 2-Bit black and white
 - 300 dpi
 - Either .tif or .tiff file extension.
- TIF files must be divided into subfolders containing no more than 500 to 1000 files. Where possible documents should not span multiple subfolders.

D. *Opticon Load File*

- Required file format:
 - ASCII
 - Windows formatted CR + LF end of line characters
 - Field delimiter: , (ASCII decimal character 44)
 - No Text Qualifier
 - .opt file extension

- The comma-delimited Opticon load file must contain the following seven fields (as indicated below, values for certain fields may be left blank):
 - ALIAS or IMAGEKEY – the unique Bates number assigned to each page of the production.
 - VOLUME – this value is optional and may be left blank.
 - RELATIVE PATH – the filepath to each single-page image file on the production media.
 - DOCUMENT BREAK – defines the first page of a document. The only possible values for this field are “Y” or blank.
 - FOLDER BREAK – defines the first page of a folder. The only possible values for this field are “Y” or blank.
 - BOX BREAK – defines the first page of a box. The only possible values for this field are “Y” or blank.
 - PAGE COUNT – this value is optional and may be left blank.
- **Example:**

```
ABC00001,,IMAGES\0001\ABC00001.tif,Y,,,2
ABC00002,,IMAGES\0001\ABC00002.tif,,,,
ABC00003,,IMAGES\0002\ABC00003.tif,Y,,,1
ABC00004,,IMAGES\0002\ABC00004.tif,Y,,,1
```

E. ***Native Files***

- Non-printable or non-print friendly documents (including but not limited to spreadsheets, audio files, video files and documents for which color has significance to document fidelity) must be produced in their native format.
- The filename of each native file must match the document’s beginning Bates number (BEGDOC) in the metadata load file and retain the original file extension.
- For documents produced only in native format, you must assign a single document-level Bates number and provide an image file placeholder that states “Document produced only in native format.”
- The relative paths to all native files on the production media must be listed in the NATIVEFILE field of the metadata load file.
- Native files that are password-protected must be decrypted prior to conversion and produced in decrypted form. In cases where this cannot be achieved the document’s password must be listed in the metadata load file. The password should be placed in the COMMENTS field with the format Password: <PASSWORD>.
- You may be required to supply a software license for proprietary documents produced only in native format.

ATTACHMENT 2**Required Fields for Metadata Load File**

FIELD NAME	FIELD DESCRIPTION	FIELD VALUE EXAMPLE¹
DOCID	Unique document reference (can be used for de-duplication).	ABC0001 or ###.#####.###
BEGDOC	Bates number assigned to the first page of the document.	ABC0001
ENDDOC	Bates number assigned to the last page of the document.	ABC0002
BEGATTACH	Bates number assigned to the first page of the parent document in a document family (<i>i.e.</i> , should be the same as BEGDOC of the parent document, or PARENTDOC).	ABC0001
ENDATTACH	Bates number assigned to the last page of the last child document in a family (<i>i.e.</i> , should be the same as ENDDOC of the last child document).	ABC0008
ATTACHRANGE	Bates range of entire document family.	ABC0001 - ABC0008
PARENTDOC	BEGDOC of parent document.	ABC0001
CHILDDOCS	List of BEGDOCs of all child documents, delimited by ";" when field has multiple values.	ABC0002; ABC0003; ABC0004...
DOCREQ	List of particular Requests for Documents to be Produced in the subpoena	1; 2; 3 . . .
INTERROG	List of particular [Requests for Information] [interrogatories] in the subpoena	1; 2; 3 . . .
COMMENTS	Additional document comments, such as passwords for encrypted files.	

¹ Examples represent possible values and not required format unless the field format is specified in Attachment 1.

NATIVEFILE	Relative file path of the native file on the production media.	.\Native_File\Folder\...\BE GDOC.ext
SOURCE	For scanned paper records this should be a description of the physical location of the original paper record. For loose electronic files this should be the name of the file server or workstation where the files were gathered.	Company Name, Department Name, Location, Box Number...
CUSTODIAN	Owner of the document or file.	Firstname Lastname, Lastname, Firstname, User Name; Company Name, Department Name...
FROM	Sender of the email.	Firstname Lastname < FLastname @domain >
TO	All to: members or recipients, delimited by ";" when field has multiple values.	Firstname Lastname < FLastname @domain >; Firstname Lastname < FLastname @domain >; ...
CC	All cc: members, delimited by ";" when field has multiple values.	Firstname Lastname < FLastname @domain >; Firstname Lastname < FLastname @domain >; ...
BCC	All bcc: members, delimited by ";" when field has multiple values	Firstname Lastname < FLastname @domain >; Firstname Lastname < FLastname @domain >; ...
SUBJECT	Subject line of the email.	
DATERCVD	Date that an email was received.	mm/dd/yyyy, yyyy/mm/dd, or yyyymmdd
TIMERCVD	Time that an email was received.	hh:mm:ss AM/PM or hh:mm:ss
DATESENT	Date that an email was sent.	mm/dd/yyyy, yyyy/mm/dd, or yyyymmdd

TIMESENT	Time that an email was sent.	hh:mm:ss AM/PM or hh:mm:ss
CALBEGDATE	Date that a meeting begins.	mm/dd/yyyy, yyyy/mm/dd, or yyyymmdd
CALBEGTIME	Time that a meeting begins.	hh:mm:ss AM/PM or hh:mm:ss
CALENDDATE	Date that a meeting ends.	mm/dd/yyyy, yyyy/mm/dd, or yyyymmdd
CALENDTIME	Time that a meeting ends.	hh:mm:ss AM/PM or hh:mm:ss
CALENDARDUR	Duration of a meeting in hours.	0.75, 1.5...
ATTACHMENTS	List of filenames of all attachments, delimited by ";" when field has multiple values.	AttachmentFileName.; AttachmentFileName.doc x; AttachmentFileName.pdf; ...
NUMATTACH	Number of attachments.	1, 2, 3, 4....
RECORDTYPE	General type of record.	IMAGE; LOOSE E- MAIL; E-MAIL; E-DOC; IMAGE ATTACHMENT; LOOSE E-MAIL ATTACHMENT; E- MAIL ATTACHMENT; E-DOC ATTACHMENT
FOLDERLOC	Original folder path of the produced document.	Drive:\Folder\...\...\
FILENAME	Original filename of the produced document.	Filename.ext
DOCEXT	Original file extension.	html, xls, pdf
DOCTYPE	Name of the program that created the produced document.	Adobe Acrobat, Microsoft Word, Microsoft Excel, Corel WordPerfect...
TITLE	Document title (if entered).	
AUTHOR	Name of the document author.	Firstname Lastname; Lastname, First Name; FLastname
REVISION	Number of revisions to a document.	18

DATECREATED	Date that a document was created.	mm/dd/yyyy, yyyy/mm/dd, or yyyymmdd
TIMECREATED	Time that a document was created.	hh:mm:ss AM/PM or hh:mm:ss
DATEMOD	Date that a document was last modified.	mm/dd/yyyy, yyyy/mm/dd, or yyyymmdd
TIMEMOD	Time that a document was last modified.	hh:mm:ss AM/PM or hh:mm:ss
FILESIZE	Original file size in bytes.	128, 512, 1024...
PGCOUNT	Number of pages per document.	1, 2, 10, 100...
IMPORTANCE	Email priority level if set.	Low, Normal, High
TIFFSTATUS	Generated by the Law Pre-discovery production tool (leave blank if inapplicable).	Y, C, E, W, N, P
DUPSTATUS	Generated by the Law Pre-discovery production tool (leave blank if inapplicable).	P
MD5HASH	MD5 hash value computed from native file (a/k/a file fingerprint).	BC1C5CA6C1945179FE E144F25F51087B
SHA1HASH	SHA1 hash value	B68F4F57223CA7DA358 4BAD7ECF111B8044F86 31
MSGINDEX	Email message ID	

AFFIDAVIT OF COMPLIANCE WITH SUBPOENA

State of _____ }
County of _____ }

I, _____, being duly sworn, state as follows:

1. I am employed by Respondent in the position of _____
_____;
2. Respondent's productions and responses to the Subpoena of the Attorney General of the State of New York, dated _____, 20____ (the "Subpoena") were prepared and assembled under my personal supervision;
3. I made or caused to be made a diligent, complete and comprehensive search for all documents and information requested by the Subpoena, in full accordance with the instructions and definitions set forth in the Subpoena;
4. Respondent's productions and responses to the Subpoena are complete and correct to the best of my knowledge and belief;
5. No documents or information responsive to the Subpoena have been withheld or redacted from Respondent's production and response, other than responsive documents or information withheld on the basis of a legal privilege or doctrine;
6. All responsive documents or information withheld or redacted on the basis of a legal privilege or doctrine have been identified on a privilege log composed and produced in accordance with the instructions in the Subpoena;
7. The documents contained in Respondent's productions and responses to the Subpoena are authentic, genuine and what they purport to be;
8. Attached is a true and accurate record of all persons who prepared and assembled any productions and responses to the Subpoena, all persons under whose personal supervision the preparation and assembly of productions and responses to the Subpoena occurred, and all persons able competently to testify: (i) that such productions and responses are complete and correct to the best of such person's knowledge and belief; and (ii) that any documents produced are authentic, genuine and what they purport to be; and

9. Attached is a true and accurate statement of those requests under the Subpoena as to which no responsive documents were located in the course of the aforementioned search.

Signature of Affiant

Date

Printed Name of Affiant

* * *

Subscribed and sworn to before me this _____ day of _____, 20____.

_____, Notary Public

My commission expires: _____

EXHIBIT 7

Pepper Hamilton LLP
Attorneys at Law

Suite 1800
4000 Town Center
Southfield, MI 48075-1505
248.359.7300
Fax 248.359.7700

Matthew J. Lund
direct dial: 248.359.7370
lundm@pepperlaw.com

September 13, 2019

VIA FEDERAL EXPRESS

Jane M. Azia, Consumer Frauds &
Protection Bureau Chief
Lisa Landers, Health Care Bureau Chief
State of New York
Office of the Attorney General
28 Liberty Street
New York, NY 10005

Kathryn Carter
Deputy Attorney General, Acting
Consumer Protection/Antitrust Division
State of Kansas
Office of Attorney General
120 SW 10th Ave, 2nd FL, Memorial Hall
Topeka, KS 66612-1597

Teresa A. Heffernan
Principal Assistant Attorney General
Consumer Protection Section
Ohio Attorney General
30 E. Broad St., 14th FL
Columbus, OH 43215

Adam Sokol
Agnes Ptasznik
Assistant Attorneys General
100 W. Randolph, 12th FL
Chicago, IL 60601

Nicklas A. Akers
Senior Assistant Attorney General
Consumer Law
California Department of Justice
455 Golden Gate Ave, 11th FL
San Francisco, CA 94102

Mike Hunter
Oklahoma Attorney General
Office of the Attorney General
313 NE 21st Street
Oklahoma City, OK 73105

Josh Stein
North Carolina Attorney General
Department of Justice
114 W. Edenton St
Raleigh NC 27603

Keith Ellison
Office of Minnesota Attorney General
445 Minnesota Street
Suite 1400
St. Paul, MN 55101-2131

Philadelphia

Boston

Washington, D.C.

Los Angeles

New York

Pittsburgh

Detroit

Berwyn

Harrisburg

Orange County

Princeton

Silicon Valley

Wilmington

Pepper Hamilton LLP
Attorneys at Law

Offices of the Attorney General
Page 2
September 13, 2019

Mark R. Herring
Office of the Attorney General
202 North Ninth Street
Richmond, Virginia 23219

Kathy Jennings
Delaware Department of Justice
Carvel State Building
820 N. French St.
Wilmington, DE 19801

Krishna F. Jayaram
Special Assistant to the Attorney General
Department of the Attorney General
425 Queen Street
Honolulu, HI 96813

Re: MeToo Kits Company

Dear Sir/Madam:

Our Firm represents MeToo Kits Company, pro bono. We were retained this week, and write to respond to the letters from your office and others that have raised concerns regarding the marketing of the MeToo Kits Company product.

We wish to first advise you that MeToo Company has sold no products in any jurisdiction, to date. Yesterday, we communicated with the Department of Attorney General for the State of Michigan ("Michigan"), which was the first enforcement agency to express concern to the company. We advised Michigan that the company intends to voluntarily cooperate with its investigation. It is our understanding that Michigan is obtaining, and will be serving, a subpoena to the company requesting certain information. We have agreed to accept service of the subpoena, and to work with Michigan in producing information. We offered to produce information voluntarily in the interim, and are compiling the information that Michigan requested on that basis. We intend to share that information with you when we produce it to Michigan. In addition, when we compile and produce information responsive to the Michigan subpoena, we will share that information with you.

Finally, we are working with the company to assess and address the concerns contained in your letters in relation to the marketing of its product. While the company does intend to market a product it believes to be entirely lawful and appropriate in addressing the needs of victims that are either unable or unwilling to seek medical or law enforcement assistance, it is committed to doing so in a manner that is compliant with all applicable consumer protection laws. In an effort to constructively and deliberately address the concerns that have been raised in this regard, the company has, at present, taken down its website. We will advise you when the company brings the website live again.

Pepper Hamilton LLP
Attorneys at Law

Offices of the Attorney General

Page 3

September 13, 2019

If you wish to speak with us separately, or if you seek any additional information from the company please feel free to call or contact us.

Very truly yours,



Michael Schwartz
Pepper Hamilton LLP
3000 Two Logan Square
Philadelphia, PA 19103-2799
215.981.4494



Matthew J. Lund
Pepper Hamilton LLP
4000 Town Center, 18th FL
Southfield, MI 48075
248.359.7370

cc: Darrin F. Fowler, Assistant Attorney General (via email and FedEx)
Katherine J. Bennett, Assistant Attorney General (via email and FedEx)

#55159660 v1 (999922.2006)

EXHIBIT 8

Smith, Emily

From: Levine, Laura
Sent: Monday, September 30, 2019 1:57 PM
To: schwartzma@pepperlaw.com
Subject: Me Too Kits Company

Michael:

It was a pleasure speaking with you on September 26. In accordance with our second call that day, this is to memorialize your client's commitment to informing our office if the MeToo kit is offered for sale or distributed. Per your September 13 letter, you have already agreed to advise us when the company brings the website live again. Thanks for your cooperation.

Laura

Laura J. Levine | Deputy Bureau Chief
Bureau of Consumer Frauds and Protection
Office of the New York State Attorney General
28 Liberty Street, New York, NY 10005
☎ 212-416-8313 | 📠 212-416-6003
✉ Laura.Levine@ag.ny.gov
<http://www.ag.ny.gov/bureau/consumer-frauds-bureau>

EXHIBIT 9

Confidential - Produced
in response to subpoena
— exempt from FOIA
requests

DANA NESSEL v. METOO KITS CO.

LIESEL VAIDYA

December 5, 2019

Prepared by

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— STATEWIDE COURT REPORTERS

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Phone: 800.632.2720
Fax: 800.968.8653
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DANA NESSEL v. METOO KITS CO.

DEPOSITION OF LIESEL VAIDYA

STATE OF MICHIGAN
30TH JUDICIAL DISTRICT
JUDICIAL CIRCUIT - COUNTY PROBATE

-----x

Dana Nessel, Attorney General of the State of
Michigan,

Plaintiff,

-against-

Case No. 19-668-CP

MeToo Kits Company,

Defendant.

-----x

28 Liberty Street
New York, New York

December 5, 2019
2:56 a.m.

INVESTIGATIVE TESTIMONY of LIESEL VAIDYA,
the Defendant, in the above-entitled action, held
at the above time and place, pursuant to Subpoena,
taken before Nicole Ellis, a shorthand reporter and
Notary Public within and for the State of New York.

DANA NESSEL v. METOO KITS CO.

DEPOSITION OF LIESEL VAIDYA

1 A P P E A R A N C E S:

2

3 STATE OF MICHIGAN
CORPORATE OVERSIGHT DIVISION

4 Attorneys for Plaintiff
5 5th Floor G. Mennen Williams Building
6 525 West Ottawa Street
7 P.O. Box 30736

8 BY: KATHERINE J. BENNETT, ESQ.
9 Assistant Attorney General
10 bennettkl@michigan.gov

11

PEPPER HAMILTON LLP

12 Attorneys for Defendant
13 3000 Two Logan Square
14 Eighteenth and Arch Streets
15 Philadelphia, Pennsylvania 19103

16 BY: MICHAEL A. SCHWARTZ, ESQ.
17 schwartzma@pepperlaw.com

18 -and-

19 MATTHEW J. LUND, ESQ.

20 -and-

21 DENNIS B. ZASTROW, ESQ.

22

23

ALSO PRESENT:

24

25 DOROTHEA CALDWELL-BROWN, Assistant Attorney General
State of New York
Office of the Attorney General
Health Care Bureau

26

27 SARA J. SCHULTZ, Paralegal
28 State of Michigan
29 Corporate Oversight Division

30

31

32

DANA NESSEL v. METOO KITS CO.

DEPOSITION OF LIESEL VAIDYA

1 L. Vaidya

2 L I E S E L V A I D Y A,

3 the witness herein, having been first duly sworn by

4 a Notary Public of the State of New York, was

5 examined and testified as follows:

6 EXAMINATION BY

7 MS. BENNETT:

8 Q. State your name for the record,
9 please.

10 A. Liesel Vaidya.

11 Q. State your address for the record,
12 please.

13 A. 370 Jay Street, 7th Floor, Brooklyn,
14 New York 11201.

15 MS. BENNETT: We're on the record.

16 This is the matter of Attorney
17 General Dana Nessel versus MeToo Kits Company.

18 This is the date and time,
19 although we're a little behind schedule, but
20 around the time scheduled for the
21 investigative testimony of Liesel Vaidya.

22 BY MS. BENNETT:

23 Q. And Ms. Vaidya, am I saying your name
24 correctly?

25 A. Vaidya.

Page 3

DANA NESSEL v. METOO KITS CO.

DEPOSITION OF LIESEL VAIDYA

1

L. Vaidya

2

Q. What is your phone number?

3

A. (716) 292-3628.

4

Q. And your address?

5

A. 370 Jay Street, Brooklyn, New York.

6

Q. And do you have a business card with

7

you?

8

A. No, I do not.

9

Q. Do you have business cards?

10

A. Yes.

11

Q. What's your level of education?

12

A. I have a Bachelor's of Science from

13

University of Buffalo, computer science degree.

14

Q. Any other higher education aside from

15

that?

16

A. No.

17

Q. Are you currently taking any classes?

18

A. No.

19

Q. What's your profession?

20

A. I am the chief technology officer at

21

MeToo Kits.

22

Q. And what do you do in your role as

23

chief technology officer?

24

A. I look over the technology portion as

25

well as the product development and also

Page 6

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in response to subpoena
— exempt from FOIA
requests

DANA NESSEL v. METOO KITS CO.

MADISON CAMPBELL

December 5, 2019

Prepared by

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Fax: 800.968.8653
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DANA NESSEL v. METOO KITS CO.

DEPOSITION OF MADISON CAMPBELL

STATE OF MICHIGAN
30TH JUDICIAL DISTRICT
JUDICIAL CIRCUIT - COUNTY PROBATE

-----x

Dana Nessel, Attorney General of the State of
Michigan,

Plaintiff,

-against-

Case No. 19-668-CP

MeToo Kits Company,

Defendant.

-----x

28 Liberty Street
New York, New York

December 5, 2019
9:31 a.m.

INVESTIGATIVE TESTIMONY of MADISON
CAMPBELL, the Defendant, in the above-entitled
action, held at the above time and place, pursuant
to Subpoena, taken before Nicole Ellis, a shorthand
reporter and Notary Public within and for the State
of New York.

DANA NESSEL v. METOO KITS CO.

DEPOSITION OF MADISON CAMPBELL

1 A P P E A R A N C E S:

2

3 STATE OF MICHIGAN

CORPORATE OVERSIGHT DIVISION

4 Attorneys for Plaintiff

5th Floor G. Mennen Williams Building

5 525 West Ottawa Street

P.O. Box 30736

6 Lansing, Michigan 48909

BY: KATHERINE J. BENNETT, ESQ.

7 Assistant Attorney General

bennettkl@michigan.gov

8

9

PEPPER HAMILTON LLP

10 Attorneys for Defendant

3000 Two Logan Square

11 Eighteenth and Arch Streets

Philadelphia, Pennsylvania 19103

12 BY: MICHAEL A. SCHWARTZ, ESQ.

schwartzma@pepperlaw.com

13 -and-

MATTHEW J. LUND, ESQ.

14 -and-

DENNIS B. ZASTROW, ESQ.

15

16

ALSO PRESENT:

17

18 LAURA J. LEVINE, Deputy Bureau Chief

State of New York

19 Office of the Attorney General

Consumer Frauds & Protection Bureau

20

21 SARA J. SCHULTZ, Paralegal

State of Michigan

22 Corporate Oversight Division

23

24

25

Page 2

DANA NESSEL v. METOO KITS CO.

DEPOSITION OF MADISON CAMPBELL

1 M. Campbell

2 M A D I S O N C A M P B E L L,

3 the witness herein, having been first duly sworn by

4 a Notary Public of the State of New York, was

5 examined and testified as follows:

6 EXAMINATION BY

7 MS. BENNETT:

8 Q. State your name for the record,
9 please.

10 A. **Madison Campbell.**

11 Q. State your address for the record,
12 please.

13 A. **370 Jay Street, 7th Floor, Brooklyn,**
14 **New York 11201.**

15 MS. BENNETT: With our witness
16 just being sworn in, I'm going to go ahead and
17 call this matter.

18 This is the matter of Attorney
19 General Dana Nessel versus MeToo Kits Company.

20 We're here today for investigative
21 testimony under the Michigan Consumer
22 Protection Act, and that this is the date and
23 time scheduled for the investigative testimony
24 of Madison Campbell.

25 BY MS. BENNETT:

Page 3

DANA NESSEL v. METOO KITS CO.

DEPOSITION OF MADISON CAMPBELL

1 M. Campbell

2 A. Yes.

3 Q. And please feel free if you do need a
4 break like that to let me know.

5 A. Okay. I also might be taking breaks
6 because I have an ulcer in one eye so I need to
7 apply medicine.

8 Q. Does that affect your vision at all?

9 A. No, I have a contact in this eye.

10 Q. Just let me know if you need a break
11 for that.

12 A. Thank you.

13 Q. Could you state your business phone
14 number for the record.

15 A. Yeah. We usually use my phone number,
16 (412) 512-7666.

17 Q. And your business address?

18 A. 370 Jay Street, Brooklyn, New York
19 11201.

20 Q. Do you have a business card with you?

21 A. I might, yes.

22 Q. Do you want to go ahead and check?

23 A. Sure.

24 Q. Thank you.

25 Thank you for providing me a copy of

EXHIBIT 10

Troutman Pepper Hamilton Sanders LLP
4000 Town Center, Suite 1800
Southfield, MI 48075-1505



troutman.com

Matthew J. Lund
matthew.lund@troutman.com

Michael Schwartz
michael.schwartz@troutman.com

June 9, 2021

VIA FEDERAL EXPRESS

Jane M. Azia, Consumer Frauds &
Protection Bureau Chief
Lisa Landers, Health Care Bureau Chief
State of New York
Office of the Attorney General
28 Liberty Street
New York, NY 10005

Kathryn Carter
Deputy Attorney General, Acting
Consumer Protection/Antitrust Division
State of Kansas
Office of Attorney General
120 SW 10th Ave, 2nd FL, Memorial Hall
Topeka, KS 66612-1597

Teresa A. Heffernan
Principal Assistant Attorney General
Consumer Protection Section
Ohio Attorney General
30 E. Broad St., 14th FL
Columbus, OH 43215

Adam Sokol
Agnes Ptaszniak
Assistant Attorneys General
100 W. Randolph, 12th FL
Chicago, IL 60601

Nicklas A. Akers
Senior Assistant Attorney General
Consumer Law
California Department of Justice
455 Golden Gate Ave, 11th FL
San Francisco, CA 94102

Mike Hunter
Oklahoma Attorney General
Office of the Attorney General
313 NE 21st Street
Oklahoma City, OK 73105

Josh Stein
North Carolina Attorney General
Department of Justice
114 W. Edenton St
Raleigh, NC 27603

Keith Ellison
Office of Minnesota Attorney General
445 Minnesota Street
Suite 1400
St. Paul, MN 55101-2131

Mark R. Herring
Office of the Attorney General
202 North Ninth Street
Richmond, VA 23219

Kathy Jennings
Delaware Department of Justice
Carvel State Building
820 N. French St.
Wilmington, DE 19801

Krishna F. Jayaram
Special Assistant to the Attorney General
Department of the Attorney General

Lauren Calia
Senior Assistant Attorney General
Consumer Protection Division

Offices of the Attorney General
June 9, 2021
Page 2



425 Queen Street
Honolulu, HI 96813

Office of the Attorney General
200 Saint Paul Place
Baltimore, MD 21202-2021

Katherine J. Bennett
Darren F. Fowler
Assistant Attorneys General
Corporate Oversight Division
State of Michigan, Department of Attorney
General
P.O. Box 30736
Lansing, MI 48909

Brendan T. Flynn
Assistant Attorney General
Office of the Attorney General
MacKenzie Hall
110 Sherman Street
Hartford, CT 06105-2294

Kristine M. Ricketts
Assistant Attorney General
State of North Carolina, Department of
Justice
P.O. Box 629
Raleigh, NC 27602-0629

Lynda Atkins
Assistant Attorney General
Attorney General of Washington
Consumer Protection Division
800 Fifth Avenue, Suite 2000
Seattle, WA 98104-3188

Greyson Wallis
Assistant Attorney General
Office of the Attorney General for the District
of Columbia
441 Fourth Street, N.W., Suite 600-S
Washington, D.C. 20001

Re: MeToo Kits Company/Leda Health, Inc.

Dear All:

As you may recall, our Firm represents Leda Health, Inc., formerly known as MeToo Kits Company ("Leda"). We write to advise you that we received additional inquiries and requests from the Offices of Attorney General for the State of Michigan ("Michigan") and the State of Maryland ("Maryland"). We responded, including by providing a prototype of the website Leda intends to use to start promoting its products. The proposed website, which we believe to be in compliance with the law, is enclosed with this letter.

Please take notice that Leda intends to begin marketing its kits, including bringing the website live and available to the public, on or after June 15, 2021.

Offices of the Attorney General
June 9, 2021
Page 3



Please contact us if you have any questions.

Very truly yours,

A handwritten signature in black ink, appearing to read "Michael Schwartz".

Michael Schwartz
Troutman Pepper Hamilton Sanders LLP
3000 Two Logan Square
Philadelphia, PA 19103-2799
215.981.4494

A handwritten signature in black ink, appearing to read "Matthew J. Lund".

Matthew J. Lund
Troutman Pepper Hamilton Sanders LLP
4000 Town Center, 18th FL
Southfield, MI 48075
248.359.7370

If you are in immediate danger, call the National Sexual Assault Hotline at 800-656-4673.

x

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**Our mission is to empower
survivors of sexual assault in an
effort to end sexual violence.**

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Survivors deserve our
support. Working together
as a community,
we can make a difference.

**We want
to
fill in the
gaps**



To better help survivors, their loved ones,
and the communities in which they live, this
will mean changing the landscape of sexual
assault prevention, care and justice. We want
to work with hospitals, organizations, law

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such as self-administered DNA collection,
sexual health testing, and community groups
in order to meet the needs of all sexual
assault survivors.

We are fulfilling this by:



Providing the option of
self-collection to survivors



Familiarizing survivors with
available resources

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x

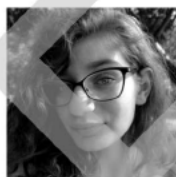
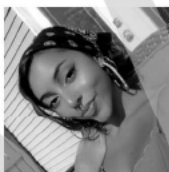
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Connecting survivors with key
resources

Helping survivors achieve their
vision of healing



Leda Health is
a company
built
for survivors,
built by
survivors

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Read about why
Leda was built

Our Story

**Let us know what institution
you'd like us to connect with:**

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Institution name

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Our Story



In 2019, Madison Campbell (CEO) and Liesel Vaidya (CTO) co-founded Leda Health in Brooklyn, New York in order to respond to some troubling figures they encountered about sexual assault in the United States. Namely, they found that 77% of sexual assaults are not reported and that there is an inadequate number of sexual assault nurse examiners in the nation. They

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may feel physically and
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could have on reporting.

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The decision came after Madison was sexually assaulted in her college dorm room. With the shame and trauma that enveloped her after her experience, she became one of the many survivors who decided against reporting. Madison and Liesel, in founding Leda Health, hoped to create positive change for survivors like Madison – who may not be able to visit a hospital immediately after an assault.

The duo determined the need for several solutions. First, a user-friendly self-use evidence collection kit that includes patent-pending tamper-proof technology to bolster chain of custody and store time-sensitive DNA evidence. Next, they planned to build an

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application with tracking and
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guide survivors through the collection process. Then, they found that there is a need for the provision of emergency contraception and STI testing. Finally, they looked at community-building such as survivor support groups to encourage the healing process in a productive way.

Leda Health is a company built for survivors, by survivors. It seeks to not only revolutionize forensic evidence collection and testing with modern technology, but also to connect survivors with professionals and supportive communities to aid them in their recovery process. For sexual assault survivors, the restoration of autonomy and the administration of care are of the utmost importance.

Since its conception, Leda

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of professionals with
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data science, advocacy,
human resources, public
health, and more – all crucial
pieces in facilitating justice for
survivors however they see fit.
Together, we are shifting the
paradigm. We are determined
to support the effort to raise the
national reporting rate, resolve
the backlog of 200,000 sexual
assault examination kits that
currently exists in the country,
and provide survivors with the
holistic care they need.

Leda Health's products and
services are not replacements
for the care of medical
professionals. If survivors are
injured and/or have access to
hospitals nearby, we advise
that they visit their nearest
hospitals for evaluation and for
sexual assault examination. We
also advise that survivors are
also encouraged to report to

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agencies

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You are not alone

As survivors ourselves at Leda Health, we understand every person who has experienced sexual assault has different needs. Thus, we have begun launching virtual healing circles that meet twice a week, for six weeks with sexologists and music, yoga, movement, drama, poetry, and art specialists.

After an assault, we often feel that our power has been taken from us. These groups were formed to offer community, broaden our understand of justice, and empower us with the ability to begin our path to healing.

Learn about our sessions

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drowning.
This group
was the
hand that
pulled me
out of the
ocean to a
breath of
fresh air"

What is a healing circle?

The groups are made up of 6-8 individuals, often based around similar gender identities or experiences. Each circle is different but all have one goal: to aid the members in their healing journey.



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Learn our values

100%
Free

We are committed to helping everyone heal and, with support from many organizations are proud to offer the groups for free.

100%
accepting

We structure our groups to be inclusive of people of all genders, races and backgrounds with the goal of creating a truly inclusive environment

100%
confident
ial

All groups are confidential and utilize HIPAA compliant zoom to ensure privacy. Members sign a confidentiality agreement to help foster a place where all can open up.

After you express interest via the form below, our team will reach out for a quick chat. We want you to get to know us on a more personal level, answer any questions you may have, and see

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process

Join our healing circles

Our healing circles meet virtually twice a week for six weeks.

Each group is unique. Please scroll through the list of upcoming groups to find the best one for you. If you don't see one that fits you, please complete the form and we will update you when there is a match.

If you are interested in joining, please fill out the following form for more information. For further questions, please email info@leda.co.

Men Identified Healing Circle	
STATUS	GROUP DESCRIPTION
Accepting Members	This is a men's group. The
Queer Healing Circle	
STATUS	GROUP DESCRIPTION
Accepting Members	This group is for people w
Art Healing Circle	
STATUS	GROUP DESCRIPTION
Accepting Members	Leda Health is partnering v
Music Healing Circle	
STATUS	GROUP DESCRIPTION
Starting Soon	This group uses the mediu
 Download	

Join A Group today



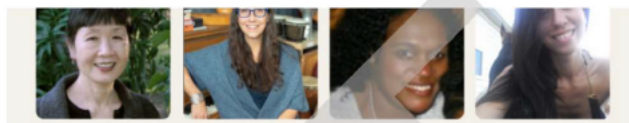
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Our facilitators are certified in various areas to provide healing approaches through a culturally competent lens. They have backgrounds ranging all the way from sexology to music. Our facilitator's goals are to make sure that we are not only surviving but thriving.

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Become a facilitator

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[HEALING CIRCLES](#) · [PRIVACY](#)
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Our Sessions



Every 1 out of 2 of the weekly sessions, participants meet with a sexology specialist for a guided psycho-educational session in which topics such as the following are discussed:

- How to initiate and navigate healthy relationships with one's body after traumatic experiences
- Understanding and navigating one's own sexuality
- How to work together with current or future partners, how to address issues that arise
- How to resolve feelings of guilt, shame, fear or embarrassment
- Connecting to one's body physically and mentally
- How to set up and enforce boundaries
- Focusing on the future: how to move forward in one's relationships and their sense of sexuality/sense of self.

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Other session topics include:



| Art Healing |

Creating art has proven to help decrease stress and anxiety. For these sessions, group members are guided in how to utilize different mediums to express their emotions and to relieve stress. Activities include variations of collaging, painting, and coloring.



| Yoga Healing |

Introductory level yoga sessions aid participants in connecting to their bodies, finding their strengths, and beginning the journey to forgiveness within themselves.



| Drama Healing |

Drama exercises such as mask therapy, creating personal hero journeys, and positive affirmations aid participants to practice creating and understanding personal narratives.



| Music Healing |

Music and lyricism help process emotions and trauma through exercises such as collective songwriting, creating melodies, and analyzing song lyrics.

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Meditation-
Mindfulness
Healing

Participants are called to focus on the self and break down the emotional and physical reactions to triggers and trauma through exercises such as body scanning. Through practicing physical and emotional self-awareness, participants can practice connecting to their bodies and feeling comfortable with their emotions.

Dance-
Movement
Healing

Body-based coping mechanisms are used to help with stress, anxiety, and depression such as self-touch or progressive muscle relaxation. These aid participants in being as truthful and authentic with themselves as possible through movement.

Poetry Healing

Through listening to and discussing poetry, participants are able to process and conceptualize trauma in original, meaningful ways.

Sound Healing

By learning about the ways the parasympathetic nervous system works and being guided through different sounds in a sound bath, participants are able to reduce anxiety, stress and process past traumas.

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Values of a healing circle



|Forming|
 |Group|
 |Connection|
 |s|

The groups are made up of 6-8 individuals, often based around similar gender identities or experiences. This group is intended to be a judgment-free, supportive environment.

Involvement in healing circles allows members of the group to connect with others who may be experiencing a similar shift in their sense of self, fear or anxiety, or other resulting outcomes of trauma. Additionally, it allows for participants to have an external support system and a source to reach out to if other support systems are unavailable or disconnected from the individual's particular experience.

Healing is the process by which those who have been hurt undergo restoration. Justice is a means by which harm is transformed through its identification into growth and repair, most often for the person who has caused the harm. Thus, the two are separate activities – while healing and justice are both impactful, healing is a more introspective process.

Identifying the differences between these ideas allows a person who has experienced sexual assault to identify what measures will help them cope with their individual circumstances.

|Finding|
 |Justice vs|
 |Healing|

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trauma-informed justice in the group to aid

participants in determining what justice

to them individually. These conversations

intended to help demystify the distinction between

finding healing, closure, and justice.



Creating A
Toolkit

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We offer a multifaceted approach to these groups because we understand that what works for one participant does not always work for another. We hope that by creating a space where participants can explore various trauma-informed types of healing, they can determine which coping mechanisms work best for them and utilize them beyond the end of the program.

Join A Group today

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Participant Interest Form

If you are interested in joining a healing circle, please fill out this form for more information.

What's your name? *

You can choose any name you would like, this is how we will refer to you from now on.

Email? *

This is the email we will use to contact you

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State of residence?

What time zone are you in?

What circle would you like to join?

Please note if none are available you will be added to the waitlist.

[+ Add](#)

Anything else we should know?

[Submit](#)

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Become a facilitator:

Our groups are growing, and we are looking for facilitators to join us. We hire facilitators for specific groups – please view the list to see the types of facilitators we are looking for. If you don't believe you fit a category, you can still fill out the form and we will reach out when there is a fit.

All of our circles meet twice a week for six weeks. We ask that all our facilitators have the availability to run at least one circle. Timing and additional details will be discussed on the first call.

Apply

Sex Positive Facilitator for: Queer Identifying C

POSITION STATUS

HIRING DATE

DESCRIPTION

Open

At Leda H



View larger version

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Leda Health Facilitator Application

Thanks for your interest in becoming a facilitator. Please fill out the form below for us to get to know you.

First Name *

Last Name *

Pronouns *

ie. she/her, he/him, they/them

Email address *

Applying for

+ Add

What do you specialize in? Give a brief summary of your relevant experience. *

Why are you interested in working with people who have experienced sexual assault? *

What kind of activities would you like to do with the group participants? *

Resume *

Cover Letter

In your cover letter please answer the following questions:

1. What do you specialize in? Give a brief summary of your relevant experience.

2. Why are you interested in working with people who have experienced sexual assault?
3. What kind of activities would you like to do with the group participants?

Submit

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Privacy Policy

Last Revised: 12 January 2021

Summary:

This "Privacy Summary" provides an overview of some core components of Leda Health Corporation's ("Leda Health," "the company," "we," or "our") data handling practices. Please also review the Full Privacy Policy.

Information We Collect

We generally collect the following information:

- **Information Received When You Use the Services.** We collect "Behavior Information" (defined below) via cookies and other similar tracking technologies when you use and access the "Services" (the company's kit, website, online application, and other products and services). Please see our Cookie Policy for more information.
- **Information You Share With Us.** We collect and process your information when you place an order, create an account, register your Leda Health kit, complete research surveys, post on our online communities or use other messaging features, or contact Customer Services. This information can generally be categorized as "Account Information", "Self-Collected Information", and/or "User Content," as defined in our full Privacy Statement.
- **Information From Our Testing Services.** With your consent, we (or a third-party testing laboratory partner) extracts biologic information from the samples you submit, and analyze them to produce your "Survivor Information" (the presence of semen and, if feasible, the DNA associated with that semen) in order to provide you with a report.

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x

How We Use Information

OUR STORY

We generally process "Personal Information"

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ns:

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- **To Provide Our Services.** We process Personal Information in order to provide our Services, which include: processing payments; shipping kits to customers; creating customer accounts and authenticating logins; analyzing biologic samples; delivering results; and powering associated functions.
- **To Analyze & Improve Our Services.** We constantly work to improve and provide new reports, tools, and Services. For example, we are constantly working to improve our ability to maximize the specificity of our results. We may also need to fix bugs or other issues, analyze the use of our website to improve the customer experience, or assess our marketing campaigns.

Controlling Your Choices

You have the ability to decide how your data is shared and used. You can choose:

- When and with whom you share your information, including friends, family members, health care professionals, legal professionals, law enforcement, or others outside our Services, including through third-parties.
- To give or decline consent for research by Leda Health Corporation. By agreeing to the Research Consent Document, Individual Data Sharing Consent Document, or participating in a Leda Health Online Community you can consent to the use of your anonymized data for scientific research purposes.
- To delete your Leda Health account and data, at any time.

Accessing Your Information

Your Personal Information may be shared in the following ways:

- **With our service providers**, as necessary for them to provide their services to us.
- **With qualified research collaborators**, only if you provide your explicit consent. Leda Health will not sell, lease, or rent your individual-level information to a third party for research purposes

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OUR MISSION We will not share your data
OUR STORY We will not provide any gen
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Insurance co

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- **We will not** provide information to **law enforcement** or **regulatory authorities** unless required by law to comply with a valid court order, subpoena, or search warrant for genetic or Personal Information. (Please see our Compliance Report for more information).

How We Secure Information

Leda Health implements measures and systems to ensure the confidentiality, integrity, and availability of company data. Our team regularly reviews and improves our security practices to help ensure the integrity of our systems and your information. These practices include, but are not limited to:

- **Independent Security Certification & Audit.** Our information security management system, which protects the Leda Health information assets supporting our Services, has been certified under the internationally recognized ISO/IEC 27001:2013[HMC1] standard. Some of those controls are described below.
- **Encryption.** Leda Health uses industry standard security measures to encrypt "Sensitive Information" both when it is stored and when it is being transmitted.
- **Limited Access by Essential Personnel.** We limit access of information to authorized personnel, based on job function and role. Leda Health access controls include: multi-factor authentication, single sign-on, and a strict least-privileged authorization policy.

Risks & Considerations

There may be some consequences of using our Services that you haven't considered.

- You may discover things that may be upsetting or cause anxiety, and that you may not have the ability to control or change.
- You may discover relatives who were previously unknown to you, or may learn that someone you thought you were related to is not your biological relative.
- In the event of a data breach it is possible that your data could be associated with your identity, which could be used against your interests.

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Contact Us

Name *

First Name

Last Name

Email *

Send

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Get Connected

DRAFT

EXHIBIT 11

Smith, Emily

From: Schwartz, Michael A. <Michael.Schwartz@Troutman.com>
Sent: Tuesday, July 6, 2021 10:38 PM
To: Levine, Laura
Cc: Lund, Matthew J.
Subject: RE: Leda Health
Attachments: 2021 07 06 Ltr to New York encl Kit.pdf

Laura,

As you can see from the attached letter, we sent by Federal Express Leda Health, Inc.'s demonstration kit to you today.

And, as we explained in the letter dated June 9, 2021, Leda has begun marketing its products, including the sexual assault self-collection kits, but at this time, Leda is not offering the kits for sale directly to consumers located in New York.

Regards,

Mike

Michael A. Schwartz

Practice Group Leader

troutman pepper

Direct: 215.981.4494 | Internal: 801-4494 | Mobile: 267.767.3145

michael.schwartz@troutman.com

From: Levine, Laura <Laura.Levine@ag.ny.gov>
Sent: Wednesday, June 30, 2021 3:18 PM
To: Schwartz, Michael A. <Michael.Schwartz@Troutman.com>
Subject: RE: Leda Health

EXTERNAL SENDER

Mike:

Thank you for sending this again. Yes, we would like a demonstration kit, including the packaging and all instructions. Please send it to my attention. Your letter noted that Leda intended to market the kits as of June 13. Based on the below, am I correct that the kit is not yet being marketed? Thanks.

Laura

From: Schwartz, Michael A. <Michael.Schwartz@Troutman.com>
Sent: Wednesday, June 30, 2021 2:54 PM
To: Levine, Laura <Laura.Levine@ag.ny.gov>
Cc: Lund, Matthew J. <Matthew.Lund@Troutman.com>
Subject: Re: Leda Health
Importance: High

[EXTERNAL]

Laura,

Thank you for your email.

Yes, as we stated in our June 9th letter (a copy of which is attached), MeToo Kits is now operating as Leda Health, Inc.

We have provided a recent version of Leda's demonstration kit to the Michigan Attorney General's Office.

If you would like, we can send the demonstration kit (which is still in development) to you, too.

Regards,

Mike

Michael A. Schwartz

Practice Group Leader

troutman pepper

Direct: 215.981.4494 | Internal: 801-4494 | Mobile: 267.767.3145

michael.schwartz@troutman.com

From: Levine, Laura <Laura.Levine@ag.ny.gov>

Sent: Tuesday, June 29, 2021 4:20 PM

To: Schwartz, Michael A. <Michael.Schwartz@Troutman.com>

Subject: Leda Health

EXTERNAL SENDER

Hi Michael:

I hope this email finds you well. It appears that Madison Campbell is running a new company, Leda Health. The Leda Health website mentions that Leda Health "provid[es] the option of self-collection to survivors" and also states, "we have developed resources such as self-administered DNA collection." As we had agreed, please let me know whether the "self-administered collection" is being offered for sale or otherwise distributed. I would also appreciate a description of whether this "collection" differs materially from the Me Too kits.

Regards,

Laura

Laura J. Levine | Deputy Bureau Chief

Bureau of Consumer Frauds and Protection

Office of the New York State Attorney General

28 Liberty St., New York, NY 10005

☎ 212-416-8313

✉ Laura.Levine@ag.ny.gov

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EXHIBIT 11

EXHIBIT 13



NEW YORK STATE OFFICE OF THE ATTORNEY GENERAL
INVESTIGATIONS DIVISION

INDEX NUMBER: _____

Date: 01/24/2023

To: AAG Emily Smith, Investigations Bureau

From: INV. Luisa Giraldo

Re: UNABLE TO SERVE SUBPOENA

After due search, careful inquiry and diligent attempts, I have been unable to effect process upon the person/entity being served Leda Health Corporation.

Service was attempted on:

January 24th, 2023 at 11:30 am hours
____ at _____ hours
____ at _____ hours

Service was not possible because of the following:



Unknown at Address



Moved - Left No Forwarding Address



Address Does Not Exist



Other (Details of why service was not made)

Spoke to Security at the lobby. Security confirmed the entire building was occupied by NYU. He said he has never heard about Leda Health Corporation before.

Sworn to before me on 24 day of January, 2023

ANNA OSBANOVA
Notary Public - State of New York
No. 01056183303

Qualified In Queens County 24
Commission Expires March 31, 2024

Notary Public

Investigator's Signature

EXHIBIT 14

Smith, Emily

From: Smith, Emily <Emily.Smith@ag.ny.gov>
Sent: Friday, February 3, 2023 11:45 AM
To: Schwartz, Michael A.
Cc: Lund, Matthew J.; Sicalides, Barbara
Subject: Re: Leda Health
Attachments: Subpoena - Leda Health 2023.01.20.pdf

Thank you for this update.

Please find attached the subpoena we have drafted for your client Leda Health.

Best,
Emily Smith (she, her) | Attorney General Fellow 2022-2024
New York State Office of the Attorney General
Consumer Fraud & Protection Bureau
28 Liberty Street, 20th Floor | New York, NY 10005
emily.smith@ag.ny.gov
Phone: 212-416-8316

From: Schwartz, Michael A. <Michael.Schwartz@Troutman.com>
Sent: Friday, February 3, 2023 10:49 AM
To: Smith, Emily <Emily.Smith@ag.ny.gov>
Cc: Lund, Matthew J. <Matthew.Lund@Troutman.com>; Sicalides, Barbara <Barbara.Sicalides@troutman.com>
Subject: RE: Leda Health

[EXTERNAL]

Emily,

Sorry for the delay in responding.

Leda Health has authorized us to accept service on its behalf.

Please feel free to send us the subpoena by email.

Regards,

Mike

Michael A. Schwartz
Practice Group Leader
troutman pepper
Direct: 215.981.4494/Mobile: 267.767.3145
michael.schwartz@troutman.com

From: Smith, Emily <Emily.Smith@ag.ny.gov>

Sent: Monday, January 30, 2023 1:35 PM

To: Lund, Matthew J. <Matthew.Lund@Troutman.com>; Schwartz, Michael A. <Michael.Schwartz@Troutman.com>

Subject: Re: Leda Health

EXTERNAL SENDER

Good afternoon Mr. Lund and Mr. Schwartz,

Just following up on the email I sent you both last week.

I would like to know if your firm Troutman Pepper still represents Leda Health Inc., formerly known as MeToo Kits Company.

If Leda Health Inc. is still your client, please let me know if Leda Health would be willing to waive subpoena service.

I look forward to hearing from you.

Best,
Emily Smith (she, her) | Attorney General Fellow 2022-2024
New York State Office of the Attorney General
Consumer Fraud & Protection Bureau
28 Liberty Street, 20th Floor | New York, NY 10005
emily.smith@ag.ny.gov
Phone: 212-416-8316

From: Smith, Emily

Sent: Thursday, January 26, 2023 9:27 AM

To: matthew.lund@troutman.com <matthew.lund@troutman.com>; michael.schwartz@troutman.com <michael.schwartz@troutman.com>

Subject: Leda Health

Good morning Mr. Lund and Mr. Schwartz,

My name is Emily Smith and I am an Attorney General Fellow with the New York State Attorney General's Office.

I am emailing to ask if your Firm (Troutman Pepper) still represents Leda Health Inc., formerly known as MeToo Kits Company.

Our office has drafted a subpoena regarding Leda Health and if Leda Health is still a client of your Firm, our office is interested to know if Leda Health is willing to waive subpoena service.

Please let me know at your earliest convenience if Leda Health is in fact still a client of your Firm and if Leda Health would be willing to waive subpoena service.

Thank you so much for your time.

Best,
Emily Smith (she, her) | Attorney General Fellow 2022-2024
New York State Office of the Attorney General
Consumer Fraud & Protection Bureau
28 Liberty Street, 20th Floor | New York, NY 10005
emily.smith@ag.ny.gov
Phone: 212-416-8316

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EXHIBIT 15

Our mission

To better help survivors, their loved ones, and the communities in which they live, this will mean changing the landscape of sexual assault prevention, care and healing. We want to work with hospitals, organizations, law enforcement and legislators to empower survivors with additional resources.

We view sexual health through a survivor-focused lens. We have developed resources such as self-administered DNA collection, sexual health testing, and support groups in order to meet the needs of sexual assault survivors.

The Leda story

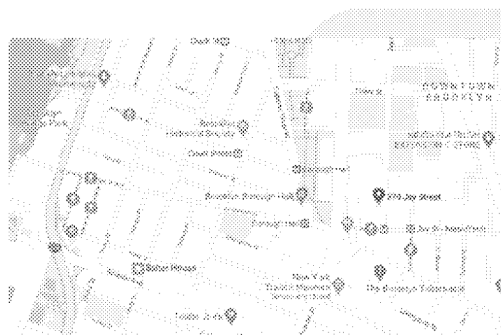
In 2019, Madison Campbell (CEO) and Liesel Valdivia (CTO) co-founded Leda Health in Brooklyn, New York in response to some troubling figures they encountered about sexual assault in the United States. Namely, they found that 17% of sexual assaults are not reported and that there is an inadequate number of sexual assault nurse examiners in the nation. They also considered how survivors may feel physically and mentally, and the impact this could have on reporting.

The decision also came after Madison was sexually assaulted in her college dorm room. With the shame and trauma that enveloped her after her experience, she became one of the many survivors who decided against reporting. Madison and Liesel, in founding Leda Health, hoped to create positive change for survivors like Madison - who may not be able to visit a hospital immediately after an assault.

Leda Health is a company built for survivors, by survivors. It seeks to not only revolutionize forensic evidence collection and testing with modern technology, but also to connect survivors with professionals and supportive communities to aid them in their recovery process. For sexual assault survivors, the restoration of autonomy and the administration of care are of the utmost importance.

We've formed a network of professionals with experience in forensics, law, healthcare, advocacy paired with designers, engineers, political scientists and more to create unique survivor-centric solutions to one of the world's biggest problems. Together, we are shifting the paradigm. We are determined to support the effort to raise the national reporting rate, minimize the backlog of 100,000 sexual assault examination kits that currently exists in the country, and provide survivors with the holistic care they need.

Leda Health's products and services are not replacements for the care of medical professionals. If survivors are injured or have access to hospitals nearby, we advise that they visit their nearest hospitals for evaluation and for sexual assault examination. We also advise that survivors are also encouraged to report to their local law enforcement agencies.



Get in touch

370 Jay St, Brooklyn, NY 11261
info@leda.io

Contact Us

[Blog](#) • [Support](#) • [Our Services](#) • [Contact](#) • [Partner](#) • [About](#) • [Partner Lab](#) • [Advocacy](#) • [Privacy Policy](#)



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Disclaimer: The information and materials on this website are intended to promote the general understanding and dialogue on sexual health and sexual assault. This information is not a substitute for professional medical or legal advice, diagnosis, treatment, or counseling. Always seek the advice of your physician or other qualified health provider with questions you may have regarding a medical condition. If you have a medical emergency, contact your physician or call 911 immediately. For more information, please review our Terms of Service.

EXHIBIT 16



RECOMMENDED

Scan QR code to download app for Digital Instructions with step-by-step guidance, customized support, and live tracking.

Don't have a phone?
Proceed with Physical Instruction Manual

More app details on page 5

Physical Instruction Manual

Leda Health

Confidential -
Produced in response
to subpoena – exempt
from FOIA requests

For survivors, by survivors.

This kit was designed by survivors, with the help of advocates, nurses, and lawyers, to help you self-collect DNA after sexual assault and navigate your next steps.

We think you are brave, and we believe you. This may be difficult for you, and we're here to support you.

Take a deep breath, and turn the page when you're ready to begin.

FAQ

What happens to my data?

See full Privacy Policy at Leda.co. Privacy is our most important concern, and we take yours very seriously. As a team of survivors, we understand how hard it can be to open up about experiences of sexual assault. With that in mind, ensuring your privacy and autonomy is our top priority. Personal Identifiable Information you disclose in this kit and/or app is safe and will not be shared with any 3rd parties unless approved by you or required by law. We may share select anonymized data to ensure we improve our services to better serve more survivors, but what you choose to do with your kit contents is up to you.

Note: If you become involved with a criminal, civil or other legal proceeding, the information you provide along with this kit may be subject to discovery and disclosure. Lastly, we support you and we believe you.

We know how hard it is to recount these experiences and have designed our app, kit and User Portal with the goal of keeping your data secure.

Agreements

By proceeding with this kit, you are agreeing to the terms in our User Agreement and Privacy Policy.

*Please read those documents, along with all other enclosed documents, completely and carefully before you begin administering your kit. It is very important that you understand all of our terms, disclaimers, and instructions.

Leda Health offers support, resources, and a means to gather information after a sexual assault. Leda Health is not a medical service and the information we provide is not a substitute for professional medical advice, diagnosis, treatment, or counseling. **If you are injured or require immediate medical attention, please call 911 or visit a hospital. Our User Portal will help you locate one. Visit resources.leda.co**

Leda Health does not offer legal advice to its users. If you have questions about your legal rights or options after a sexual assault, contact local law enforcement and/or an attorney promptly. If you fail to do so, you may lose important legal rights over time.

The User Agreement and Privacy Policy explain the

boundaries of our relationship to you and implicates important legal rights, such as limitation of liability, privacy of information and content, dispute resolution, and waiver of participation in a class action.

We cannot guarantee that any information collected will be offered, admitted, or relied upon in a court of law. The ultimate admissibility and reliability of information that you collect through Leda Health's services will be dependent on the specific circumstances of your case and applicable law. To obtain the full benefits of our service, you must carefully read and follow all instructions that correspond to this kit. Do not tamper with or improperly alter or use any of the materials in this kit.

If you have any questions or concerns, please contact us at: support@leda.co. To chat live with our Care Team, download the Leda app.

** See the full user agreement starting on page 43, and the full privacy policy at leda.co/privacy.*

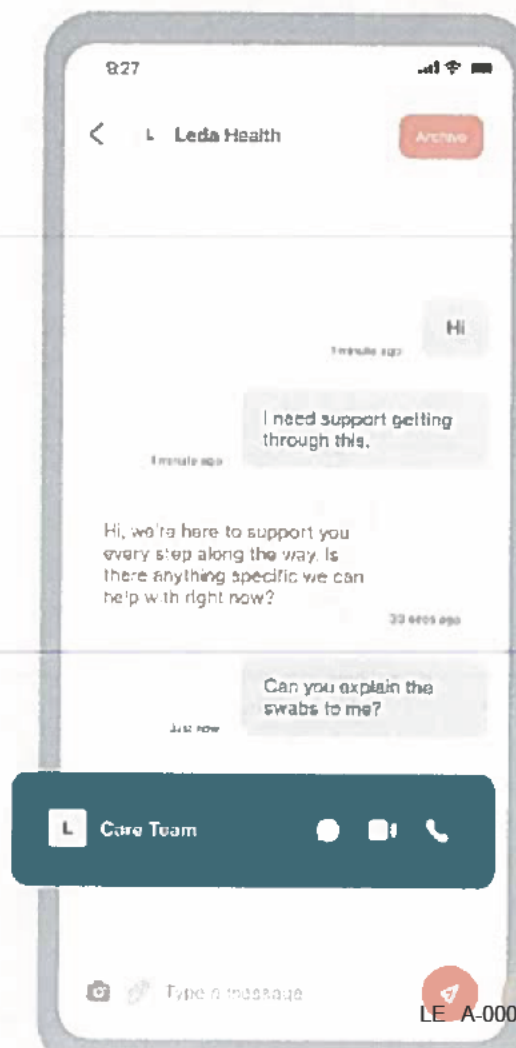
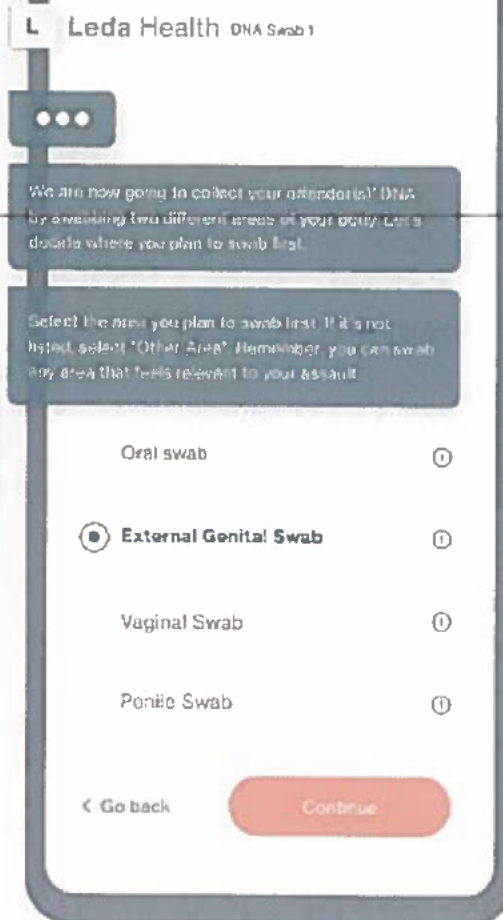
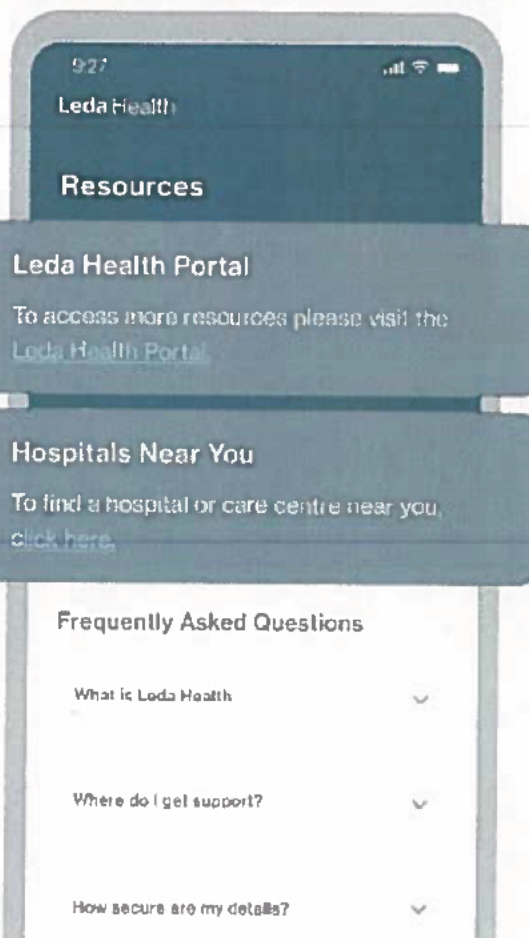
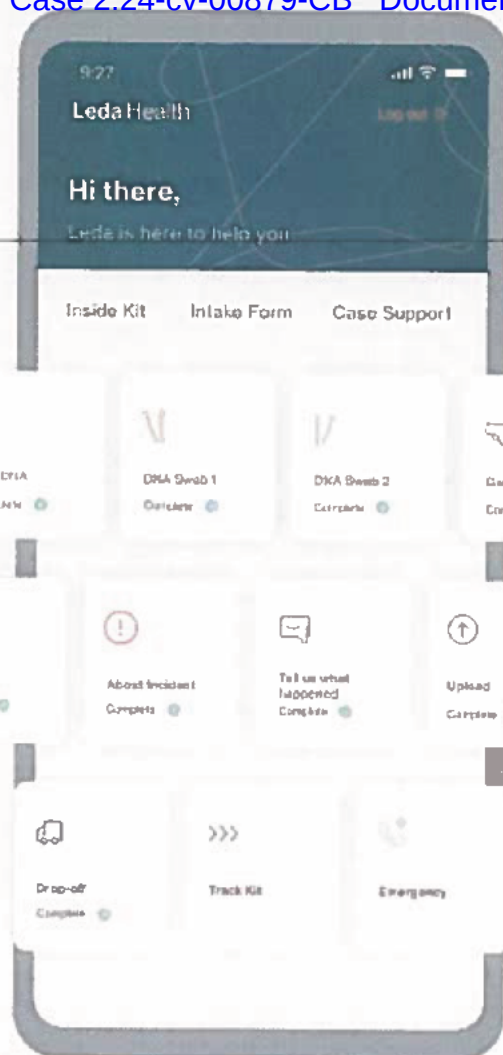
We will walk you through every step of this process:

Download our free mobile app for:

- ✓ **Customized Guidance**
Interactive, step-by-step support as you collect DNA and navigate your next steps.
- ✓ **Live Tracking**
A secure way to track your kit through every step of self-collection and DNA testing.
- ✓ **24/7 Virtual Care Team**
Complete your kit with guidance from our Care Team who take a forensic and trauma-informed approach to support you through this process and help you navigate your next steps.



Scan QR code or
search Leda in
the app store to
download for free.



Option: Complete your kit without the app.

No access to the app? No problem.

While we recommend using the app for added guidance and live support from our Care Team, your kit includes everything you need to complete this process without the app. If you have questions, please email us at support@leda.co.

Note: For live, 24/7 support, you must download the free Leda app.

Contents of your kit:

**Items may look different*



Resource Card



Physical Instruction Manual



3 Sets of Swabs + 1 Backup Set



Intake Form



Vial of Sterile Water



Pen



Tape



Garment Bag



Storage Bag



Shipping Bag



Pre-Paid Shipping Label

What you need to know:

How does this work?

This kit will help you collect three DNA samples: Two from your offender(s) and one from yourself. After completing the kit, you will have the option to send these samples to a lab for testing, store them, or bring them to a hospital or law enforcement office.

Why are there 3 swab boxes?

Use **DNA Swab Boxes 1 & 2** to collect your offender(s)' DNA. You will swab two different areas of your body to increase the likelihood of DNA identification.

After, you will use **Swab Box 3** to identify your own DNA. Ignore it until you reach page 29. Start by deciding where to swab for your offender(s)' DNA.



Swab Box 1: **DNA**



Swab Box 2: **DNA**



Swab Box 3: **Self-DNA**

Deciding where to swab:

Where should I swab for my offender(s)' DNA?

Prioritize any part of your body where your offender(s)' bodily fluids may have been present, even if the assault was hours ago. Fluids do not need to be wet, dry, or even visible, to contain DNA. Bodily fluids include sweat, spit, and ejaculation.

What if I'm not sure where to swab?

We know this is hard, but try to think back to your assault and choose **two areas** that feel relevant to your experience.

Want to learn more about how DNA testing works and the chances of identification? Visit leda.co/faq

1. Prioritize any areas where fluids may be present first.

2. After that, prioritize any areas where forceful physical contact was made, such as grabbing, choking, or scratching.

Create your plan:

Take a moment to create your plan for **Swab Boxes 1 & 2**.

Think about where DNA from your offender(s)' may be present, and refer to the previous page for recommendations.

On the next page, you will find a list of areas you might consider. Don't worry - If you plan to swab an area not listed, we provide instructions for that, too.

Remember, there are no right or wrong areas to swab. If fluids from sex may be present, such as ejaculation, we recommend you swab that area first. Use your best judgement, and trust your instincts. You're doing great.

Do you want to write your plan down so you can reference it later?

For you (Optional)

Write down chosen area for swab box 1:

Write down chosen area for swab box 2:

Do not open your swab boxes yet.

Directory:



Swab Box 1: **DNA**



Swab Box 2: **DNA**

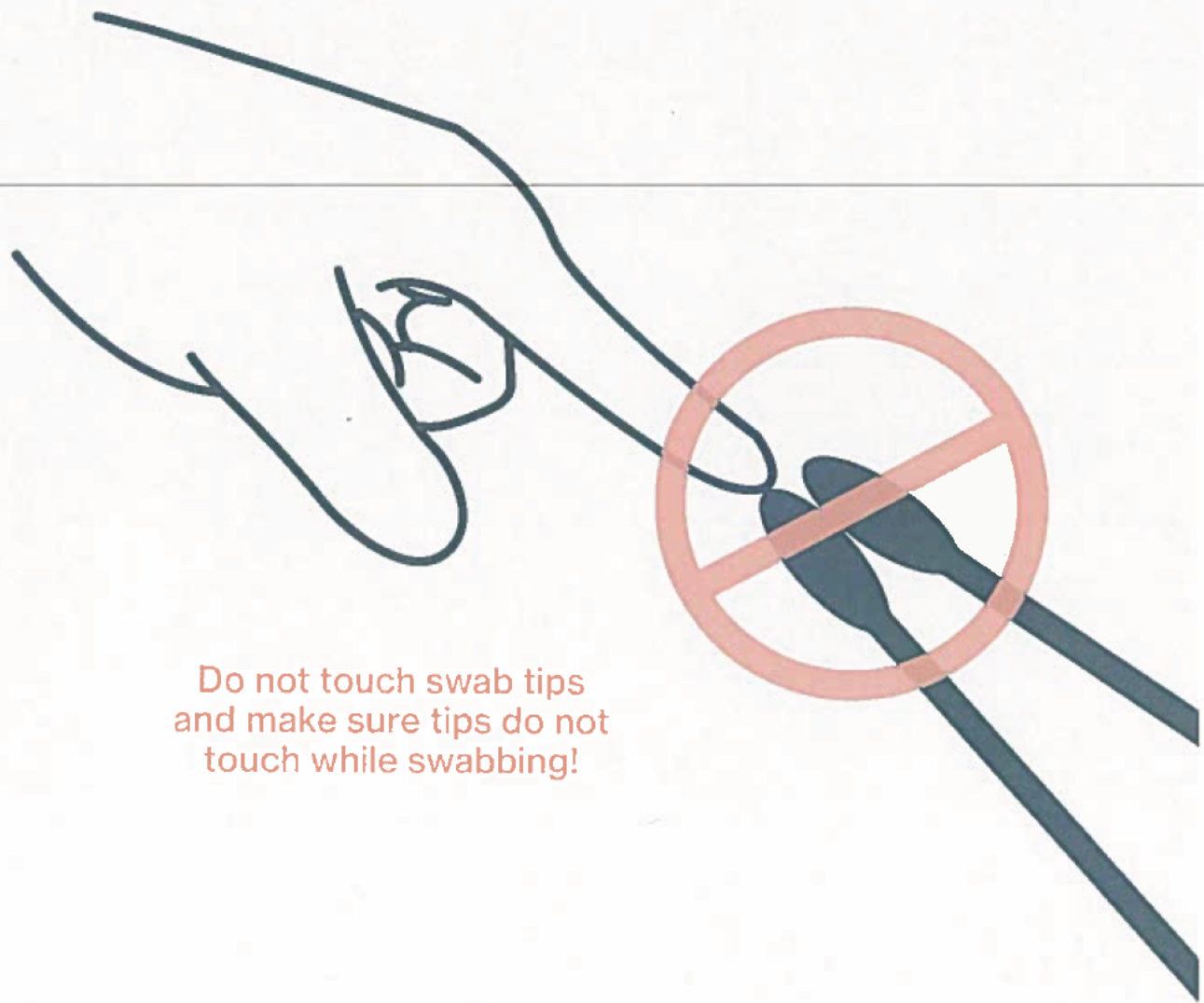


Swab Box 3: **Self-DNA**

Common Areas:

Choose 2 different areas (1 area per Swab Box)

Oral	Swab Box 1 or 2	page 15
Vulva (External Genital)	Swab Box 1 or 2	page 17
Vagina (Internal Genital)	Swab Box 1 or 2	page 19
Penis	Swab Box 1 or 2	page 21
Anus	Swab Box 1 or 2	page 23
Other areas	Swab Box 1 or 2	page 25
Collect Your DNA	Swab Box 3	page 29



Do not touch swab tips
and make sure tips do not
touch while swabbing!

CAUTION:

Avoid touching swab tips, and do not shake or
blow on swabs after collection.

Use both swabs simultaneously when
swabbing, but try not to let the swab tips touch
each other.

Let's get started.

**Start with Swab Box 1. Then, move on to Swab Box 2.
Ignore Swab Box 3 for now.**

- Reference the directory on page 12 to find the instructions you need.
- If the area you plan to swab isn't listed, reference 'other' instructions on pages 25 - 26.
- Remember to use both swabs simultaneously and to keep a distance between swab tips at all times.
- Your kit includes a backup set of swabs if you need it.

RECOMMENDED

Download the free Leda App to move through this manual with customized guidance and live support.

Oral swab:

Swab this area only if you find it relevant.

Use: **Swab Box 1 or 2**

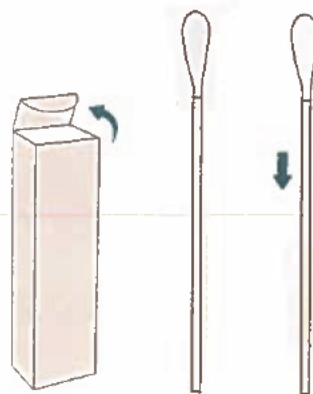
Note: Use both swabs simultaneously, but ensure the tips do not touch. See page 16 for guidance.

Preparation

1

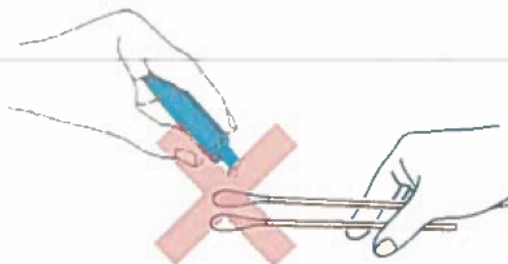
Open Swab Box 1 or 2.
Slide caps down sticks.

Do not touch cotton tips!



2

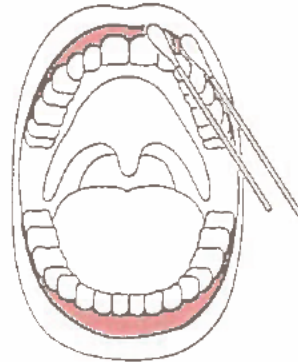
Do not dampen swabs.



What to do

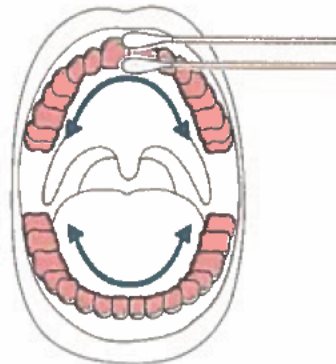
1

Gently rub both swabs along your gumlines a few times.



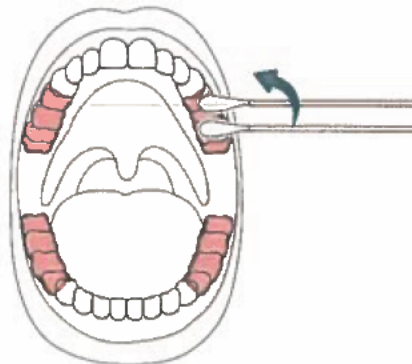
2

Gently rub both swabs back and forth around your teeth a few times.



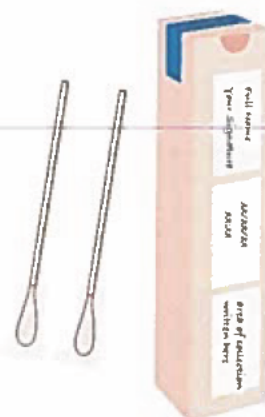
3

Turn both swabs over, and gently rub them back and forth around your back teeth a few times.



4

Cap each swab tip, place both in swab box, and seal box with provided tape. Write your signature and today's date on tape.



Important:

Fill out all information on swab box.

Vulva swab (External Genital):

Swab this area only if you find it relevant.

Use: **Swab Box 1 or 2**

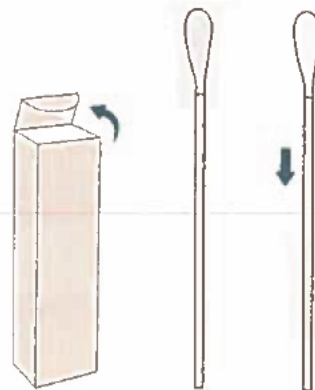
Note: Use both swabs simultaneously, but ensure the tips do not touch. See page 18 for guidance.

Preparation

1

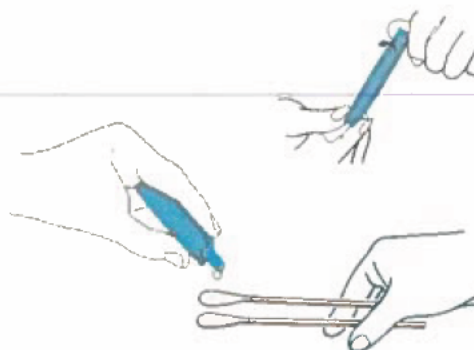
Open Swab Box 1 or 2.
Slide caps down sticks.

Do not touch cotton tips!



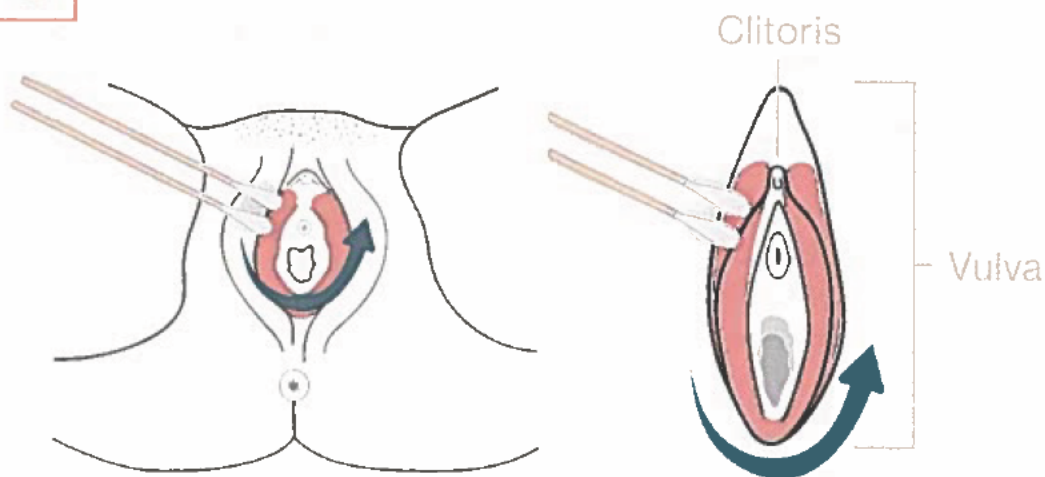
2

Lightly dampen both
swabs with provided
vial of sterile water
(1-2 drops per swab).



What to do

1



Gently rub both swabs around the vulva, but not inside the vagina. Start at the top of the vulva and swab downward in a horseshoe shape, circling the vulva a few times.

2

Cap each swab tip, place both in swab box, and seal box with provided tape. Write your signature and today's date on tape.

Important: Fill out all information on swab box.



Vaginal swab (Internal Genital):

Swab this area only if you find it relevant.

Use: **Swab Box 1 or 2**

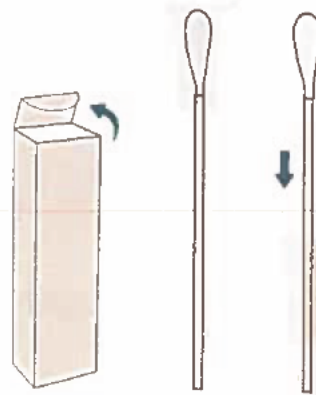
Note: Use both swabs simultaneously, but ensure the tips do not touch. See page 20 for guidance.

Preparation

1

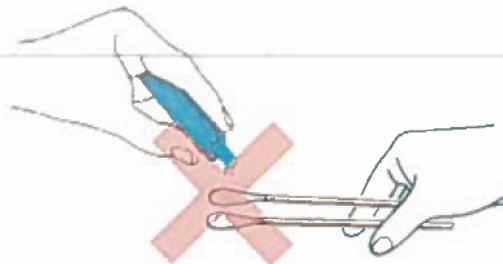
Open Swab Box 1 or 2.
Slide caps down sticks.

Do not touch cotton tips!



2

Do not dampen swabs.



What to do

1

Gently insert both swabs into vaginal opening, approximately 1-2 inches (3-5 cm).

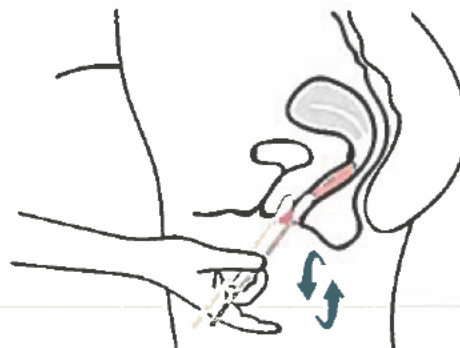


0" 1" 2"
Measurement Reference Guide (Inches)

*Do not physically place swabs on guide. Just use for visual reference.

2

Use your fingers to gently rotate swabs (i.e. spin) inside vagina a few times.



3

Cap each swab tip, place both in swab box, and seal box with provided tape. Write your signature and today's date on tape.

Important: Fill out all information on swab box.



Penile swab:

Swab this area only if you find it relevant.

Use: **Swab Box 1 or 2**

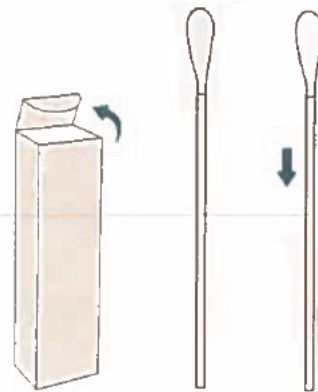
Note: Use both swabs simultaneously, but ensure the tips do not touch. See page 22 for guidance.

Preparation

1

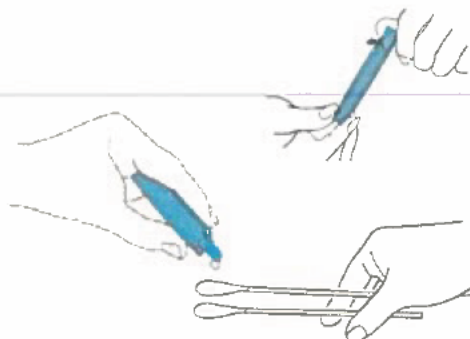
Open Swab Box 1 or 2.
Slide caps down sticks.

Do not touch cotton tips!



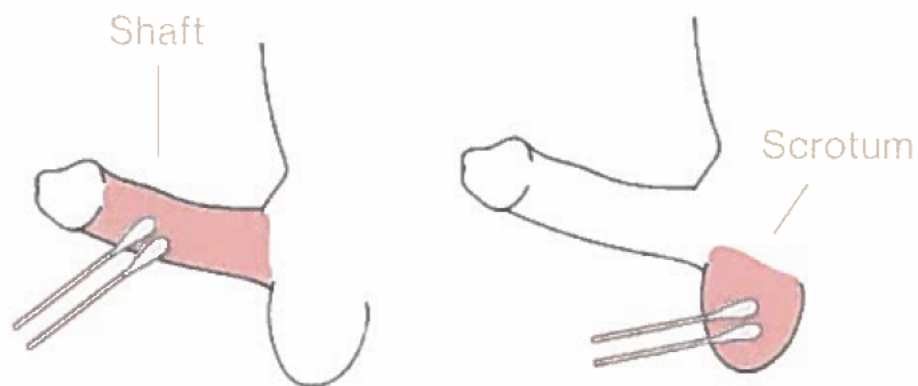
2

Lightly dampen both
swabs with provided
vial of sterile water
(1-2 drops per swab).



What to do

1



Rub tips of both swabs up and down shaft and around scrotum a few times.

2

Cap each swab tip, place both in swab box, and seal box with provided tape. Write your signature and today's date on tape.



Important: Fill out all information on swab box.

Anal swab:

Swab this area only if you find it relevant.

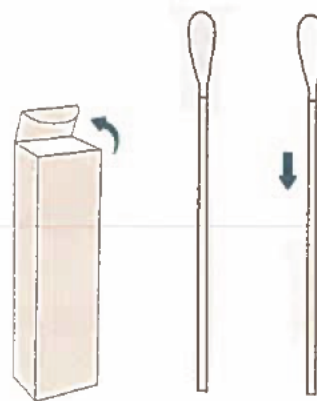
Use: **Swab Box 1 or 2**

Note: Use both swabs simultaneously, but ensure the tips do not touch. See page 24 for guidance.

Preparation

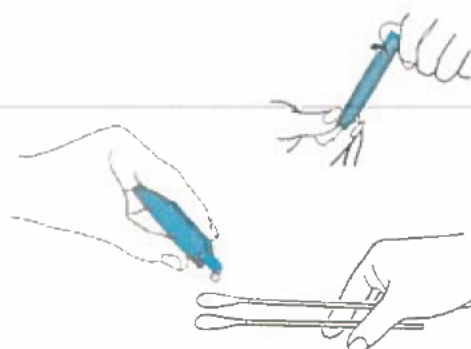
1

Open Swab Box 1 or 2.
Slide caps down sticks.
Do not touch cotton tips!



2

Lightly dampen both
swabs with provided
vial of sterile water
(1-2 drops per swab).



What to do

1



Gently rub both swabs along the anal folds and around the outside (not inside) of the anus a few times.

**applies to all genders*

2

Cap each swab tip, place both in swab box, and seal box with provided tape. Write your signature and today's date on tape.

Important: Fill out all information on swab box.



Other areas:

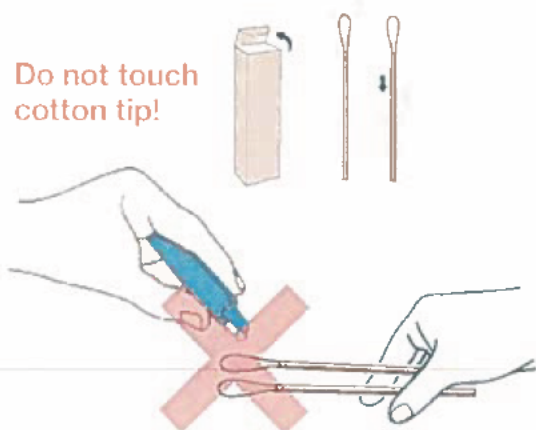
If you plan to swab any area of your body not listed in our directory, refer to the wet or dry instructions below.

Wet area

Use these instructions if the area you plan to swab is currently wet or damp from your offender(s)' bodily fluids.

1

Do not dampen swabs.



2

Swab wet area.

3

Cap each swab tip, place both in swab box, and seal box with provided tape. Write your signature and today's date on tape.

Important: Fill out all information on swab box.



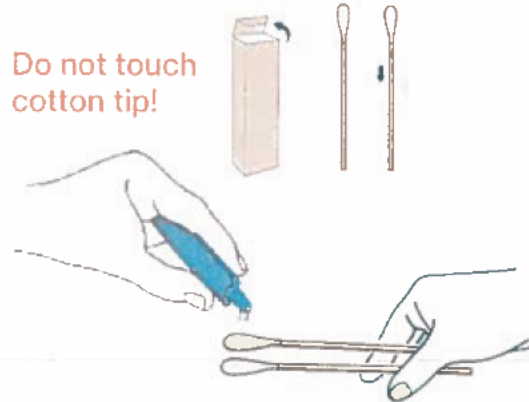
Dry area

Use these instructions if the area you plan to swab is currently dry. This may be where your offender(s) bodily fluids may have dried, such as ejaculation or sweat, or where forceful physical contact was made, such as choking.

1

Lightly dampen both swabs using vial of sterile water (1-2 drops per swab).

Do not touch cotton tip!



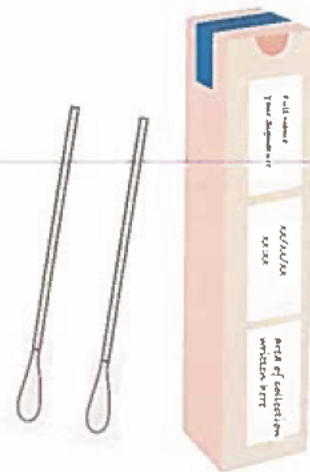
2

Swab dry area.

3

Cap each swab tip, place both in swab box, and seal box with provided tape. Write your signature and today's date on tape.

Important: Fill out all information on swab box.



Take a deep breath.

If you are here, you have:

- ☐ Collected DNA from two areas of your body using Swab Boxes 1 & 2.
- ☐ Labeled Swab Boxes 1 & 2 with the current date and time, your name, and the areas you swabbed.
- ☐ Sealed Swab Boxes 1 & 2 with tape.
- ☐ Written your signature and today's date on the tape.



Make sure to label both swab boxes completely.

Full Name
Your Signature

Print and Sign Name

XX/XX/XXXX
00:00 AM/PM

Date/Time Sealed

[Area of collection]

Area of Collection
(i.e. oral, anal, vaginal, penile...)



Swab Boxes 1 & 2

Next:

Locate Swab Box 3.

Use Swab Box 3 to collect your own DNA.
We'll show you how on the next page.

Collect your DNA:

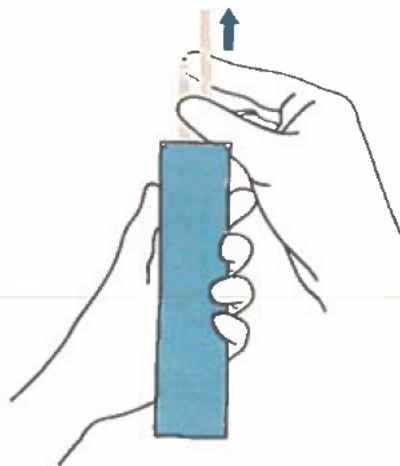
Use **Swab Box 3** to collect your own DNA for identification. This will help the lab differentiate between your DNA and your offender(s)' should you choose to submit this kit for testing.

Preparation

1

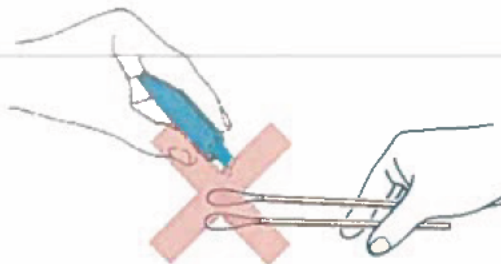
Open Swab Box 3.

Do not touch cotton tips!



2

Do not dampen swabs.



What to do

1

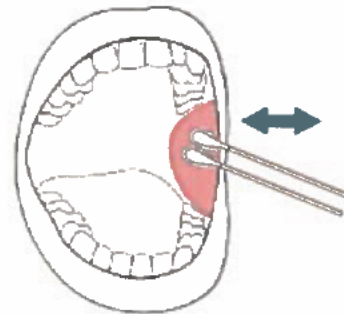
Rinse mouth with clean water.

Note: Tap water is fine.



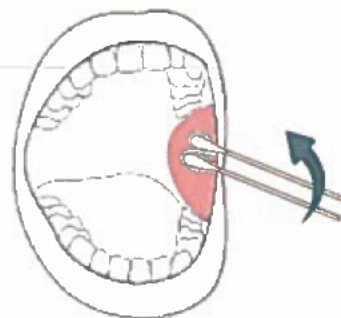
2

Rub tips of both swabs back and forth inside your cheek. Choose 1 cheek to swab, and do not switch cheeks.



3

Turn both swabs over, and continue rubbing the same cheek a few more times.



4

Without touching cotton tips, place both swabs in swab box, and seal box with provided tape. Write your signature and today's date on tape.

Important:

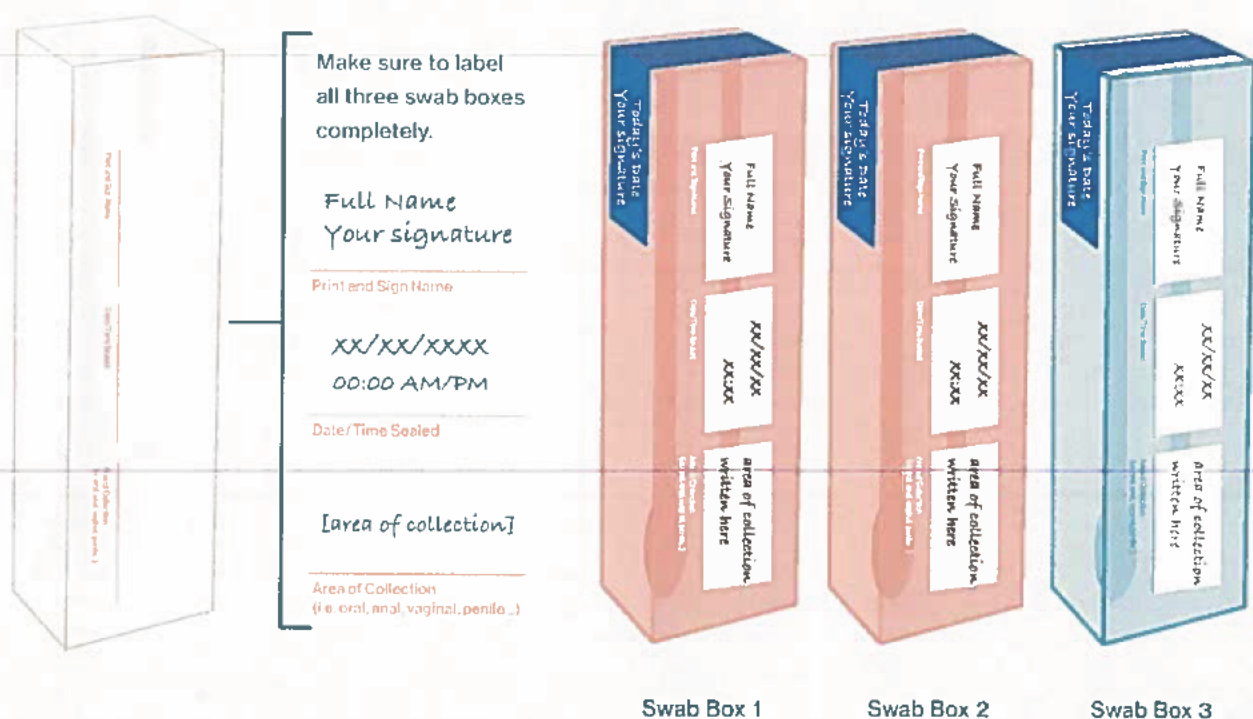
Fill out all information on swab box.



Well done!

If you are here, you have:

- ☐ Collected your own DNA using Swab Box 3.
- ☐ Labeled all three Swab Boxes with the current date and time, your name, and the areas you swabbed.
- ☐ Sealed all three Swab Boxes with tape.
- ☐ Written your signature and today's date on the tape.



Locate the garment bag.

Do you want to submit a garment, such as underwear, for DNA testing? This step is optional.

You may use your garment bag to seal any article of clothing that may have come in contact with your offender(s)' DNA, such as bodily fluids, like sweat, spit, and ejaculation. This may be the underwear you were wearing during the assault, or the underwear you put on directly after the assault.

What you need to know:

- Avoid washing, shaking, or disturbing the garment prior to storing it in the garment bag.
- If garment is wet, allow it to mostly dry before placing in garment bag.
- After sealing garment bag with tape, write your signature and today's date on the tape.

Garment bag:

Optional

Preparation

1

Do not wash or shake clothes!

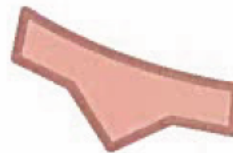


If garment is wet, allow it to mostly dry.
Avoid washing and shaking it.

What to do

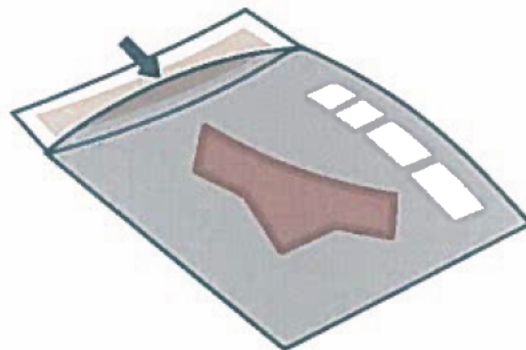
1

Choose 1 garment to test for offender(s)' DNA (i.e. underwear).



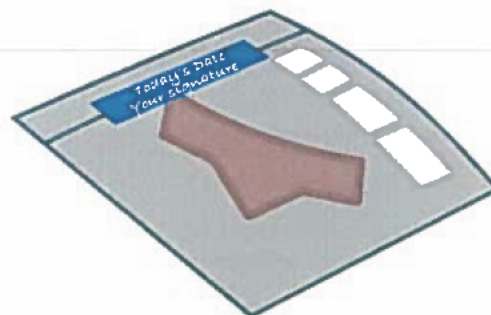
2

Fold garment and place in garment bag.



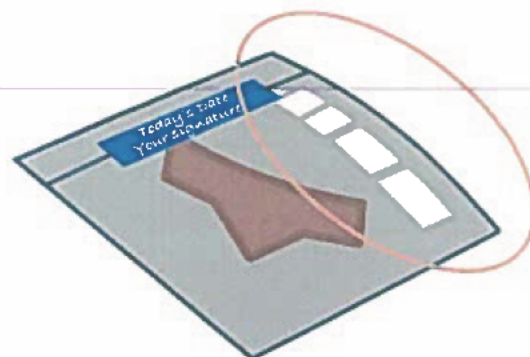
3

Seal garment bag with tape. Write your signature and today's date on tape.



4

Fill out all information on garment bag.



You are doing great.

If you are here, you have:

- ☐ Placed a garment in the garment bag.
- ☐ Labeled the garment bag completely with the type of garment (ex: shirt), the date and time sealed, your date of birth, and your initials.
- ☐ Sealed the garment bag with tape.
- ☐ Written your signature and today's date on the tape.

Reminder: Step 8 is optional! You don't have to include a garment with your kit. Move forward either way.

Garment Bag

XX/XX/XXXX 00:00 AM/PM	[garment type]	XX/XX/XXXX	[your initials]
Date/Time Sealed	Type of garment (e.g. underwear)	Date of Birth	Initials

Garment Bag

Today's date
Your signature

Next:

Locate the Intake Form

Complete the intake form inside your kit now.

Ready to continue?

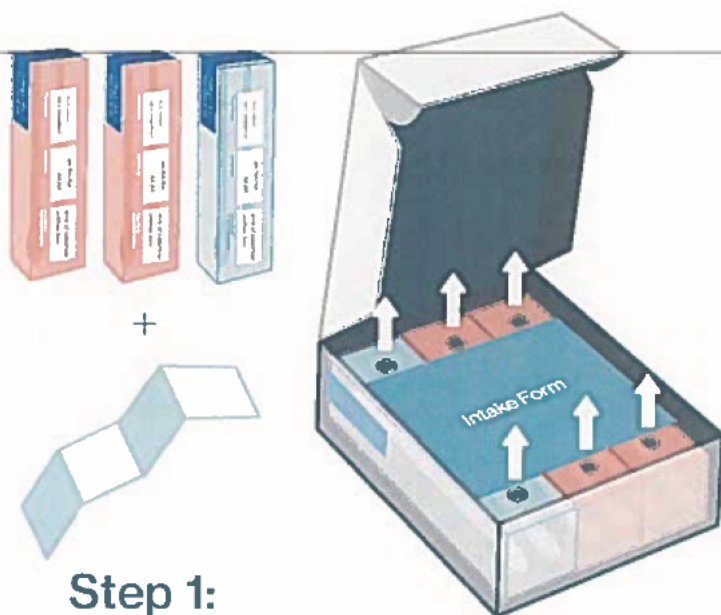
If you are here, you have:

- ☐ Completed your entire intake form.
-

Next:

Secure Your Kit & Next Steps

Secure your kit:



Leave out & Keep Safe:

Instruction Manual
Resource Card
Pre-paid Shipping Label
Storage Bag
Garment Bag

Step 1:

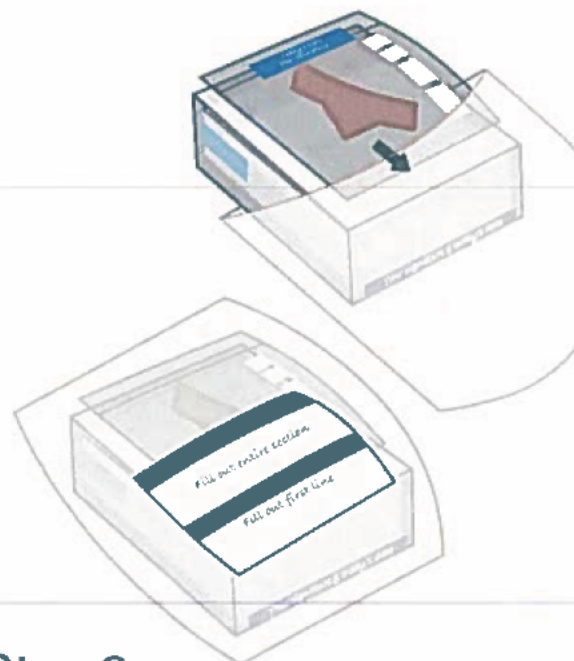
Place all three swab boxes back in the kit with the holes facing up.

Place your intake form on top. *Leave everything else out.*



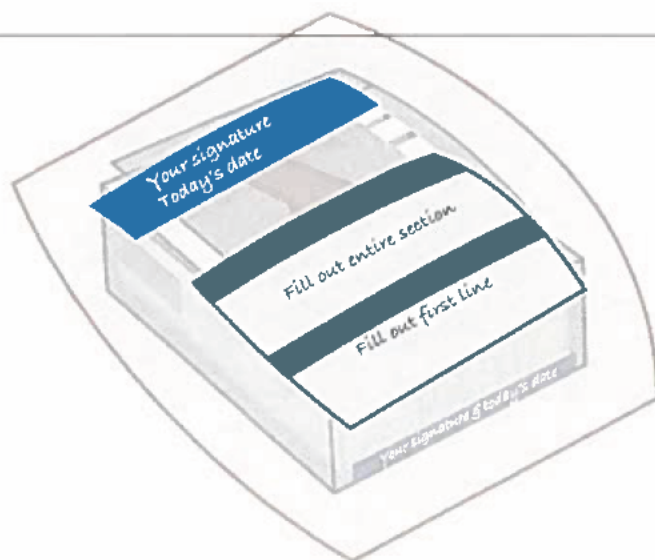
Step 2:

Seal kit with tape. Write signature and today's date on tape.



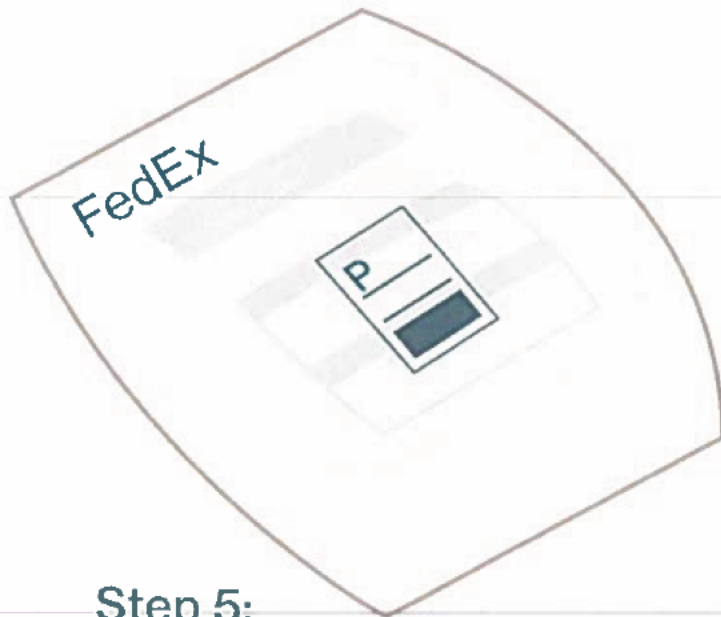
Step 3:

Place sealed kit and garment bag in storage bag.



Step 4:

Seal storage bag with tape. Write your signature and today's date on tape. Fill out all information on storage bag.



Step 5:



Instruction Manual



Resource Card

Keep your instruction manual, resource card, and pre-paid shipping label in a safe place. Feel free to discard the pen, vial of sterile water, and backup swabs.

Next steps:

RECOMMENDED

Option 1: Ship to our lab for DNA testing

Ship your kit to Leda's partner lab using the prepaid shipping bag. Track your kit through every stage of testing on the Leda app or your User Portal (for those who don't use the app) by visiting ledaportal.com, and receive results within 4 weeks.

Please drop off your kit at the closest FedEx location, FedEx Dropbox, service center, or select Walgreens. If you don't know your closest FedEx location, please visit fedex.com/locate.

Note: To ensure safe storage, we recommend that you drop your kit off before the "Last Pickup" time at your selected location, or wait until the following day.

If you are unable to drop it off, please email support@leda.co, and we can assist you with additional options. More information on our partner lab and related terms may be found at leda.co/lab.

Option 2: Store yourself

Store your kit in a cool, dry, and secure place.

Note: DNA does degrade with time, so we recommend submitting your kit for testing sooner rather than later. DNA may be identified up to 20 years after collection, but we don't recommend waiting more than 5 years. If you chose to test with Leda's Partner Labs, we only accept kits for testing for up to two years after date of ordering the kit.

Option 3: Submit to hospital or police

Bring your kit to a hospital or police station, and ask them to submit it for DNA testing. Our User Portal or app can help you locate one. You may also file a police report or complete a comprehensive exam. If you are able to receive in-person care, we always recommend it.

Note: If the hospital or police take your kit for DNA testing, Leda's partner lab will not be able to process or track your kit. If the hospital or police station do not take your kit for DNA testing, you may utilize Option 1.

Final Review

If you are here, you have:

- ☐ Chosen your next steps (see pages 39-40).
- ☐ Secured your kit, instruction manual, resource card, and pre-paid shipping label in a safe and secure place.



Additional Resources:

You might be thinking, "What now?" and that's a great question. As survivors, we know ourselves that life after trauma is hard to navigate alone. Our community is here to support you with additional resources that center your healing. Reference your Additional Resources card to learn more.

User Agreement

Last Modified Date: July 15, 2021

This User Agreement ("Agreement") is a legally binding agreement between you and Leda Health Corporation ("Leda Health," "we," "us," or "the company"). This Agreement governs **your access to and use of our services, which include but are not limited to the Leda Health** early evidence self-collection kit (the "Kit"), our mobile application (the "App"), our User Portal (the "Portal"), services provided by our care team or other individuals, holistic healing services, and our associated user website at www.leda.co (the "Website") (collectively, the "Services"). Please read this Agreement carefully because they contain provisions that affect your rights and obligations, including a mandatory arbitration provision and a waiver of your right to participate in a class action. By proceeding with our Services, you agree to the terms of this Agreement and our Privacy Policy located at www.leda.co/privacy.

Our Services enable individuals to collect and store information relating to a sexual assault. In addition, we provide resources aimed at helping you following a sexual assault, including information about how to access medical care, law enforcement, laboratory testing facilities, and other services.

1. **Acceptance.** By accessing or using the Services, you indicate your acceptance of all the terms of this Agreement and our Privacy Policy located at www.leda.co/privacy. Our Services are available to individuals who are 18 years of age or older and reside in the United States or any of its territories or possessions. By using the Services, you represent and warrant that you are of legal age to form a binding contract with Leda Health and meet all of the foregoing eligibility requirements. If you do not meet all of these requirements, you must not access or use the Services.
2. **License.** The Services, their related contents, features and functionality (including but not limited to all information, software, code, algorithms, databases, text, displays, images, video and audio, and related design, selection and arrangement) are owned by Leda Health and its licensors and are protected by United States and international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws. We grant you a limited, nonexclusive, nontransferable, revocable license to access and use the Services pursuant to the terms of this Agreement for non-commercial purposes only. You may only avail the Services for your own personal use. The Services are proprietary to Leda Health. You acquire no right to the Services, except for the limited right described in this paragraph in accordance with this Agreement. You may not sublicense, assign, or transfer this license, the Services, or the data and output produced by the Services to any third party not authorized by us. This license shall terminate immediately upon termination or expiration of this Agreement for any reason, and in any case is revocable by us for any reason. Upon termination of this license or Agreement, all rights and licenses granted under this Agreement shall revert to Leda Health.
3. **User Content.** By providing User Content, defined below, you represent that you own or have the necessary permission to use and authorize the use of User Content. You may not imply that User Content is in any way sponsored or endorsed by Leda Health. By providing User Content, you grant us a worldwide, royalty-free, non-exclusive, irrevocable and fully sub-licensable (through multiple tiers) license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform, and display anonymized User Content (in whole or in part) and/or to incorporate such anonymized User Content into other works in any form, media, or technology now known or later developed for the purposes of providing the Services (e.g., processing data you enter and supplying corresponding output data to you). You understand that the technical processing and transmission of User Content may involve: (i) transmission over various networks; and (ii) changes to conform or adapt to technical requirements of connecting networks or devices. You are entirely responsible for all User Content and acknowledge that you, not Leda Health, are fully responsible for its legality, reliability, accuracy and appropriateness. Accordingly, we do not control any User Content and do not guarantee the accuracy, integrity, or quality of any User

Content and are not liable for any errors or omissions in any User Content, or for any loss or damage of any kind incurred as a result of the use of any User Content. "User Content" means text, emoticons, images, photos, audio, video, location data, written statements, drawings, and all other forms of data or communication that you submit or transmit to, through, or in connection with the Services.

4. **User Account.** To utilize the Services fully, you may need to create a user account on the App or Website and select a user ID and password for such account. You agree to take all necessary efforts to prevent the unauthorized use or disclosure of your user ID and password to protect your account from improper access. Your user ID and password are personal to you only. You are responsible for anyone to whom you provide access to your user ID or password. If you believe your user ID or password have been compromised, notify us as soon as possible. We are not responsible for any damages you sustain as a result of any unauthorized access to your account, the App, Website, or unauthorized use of the Services.
5. **User Support & Communication.** You may choose to be contacted by Leda Health for assistance with the Services and for updates on your use of and feedback on the Services. If you so choose, you agree that Leda Health may contact you (using information you provide) via email, push notifications in the App, telephone, cell phone, and/or SMS/text messages.
6. **Kit.** The Kit will be accompanied by instructions for use and other documentation. You agree to read these instructions and documentation carefully and completely before utilizing the Kit. You must closely follow all instructions and documentation provided to receive the full benefit of the Services available from the Kit. You may also contact us if you have questions.
7. **User Content Transmission.** Your use of the Services through the App or Website may require collection of User Content, which may be sent to our servers. There is a risk that User Content so transmitted is not entirely secure. Once the User Content reaches our servers, our security measures will provide enhanced security and protections. You assume the risk that User Content transferred to our servers may be intercepted or otherwise compromised prior to reaching our servers. You agree that we are not responsible for data breaches that occur before our servers receive the data.
8. **Proper Use of the Services.** You agree to use the Services only for lawful purposes and in accordance with the terms of this Agreement. You specifically agree that you will not use the Services in any way that violates any applicable federal, state, local or international or regulation or for the purpose of exploiting, harming, or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information, or otherwise. You agree not to tamper with or improperly manipulate any part of the products included with the Services.
9. **Not Medical Advice, Diagnosis, or Treatment.** Our Services, including but not limited to access and communications with members of our care team and holistic healing services, are for informational purposes only, do not constitute medical advice, do not create a healthcare professional-patient relationship, and are not a substitute for professional medical advice, diagnosis, or treatment. Always seek the advice of your physician or other qualified health provider with any questions you may have regarding your health. Do not disregard professional medical advice or delay seeking it because of our Services. While you may decide to authorize others, including healthcare providers, to have access to your User Content, the information stored in your user account is not intended to be and should not be used for medical diagnosis or treatment. If you think you may have a medical emergency, call your doctor or 911 immediately. Leda Health does not recommend or endorse any specific tests, physicians, products, procedures, opinions, or other information that may be mentioned through our Services. Reliance on any information or communications received in connection with our Services or by other users is solely at your own risk. Leda Health is not permitted to engage in the practice of medicine.
10. **Not Legal Advice.** Our Services are provided for informational purposes only, do not constitute legal advice, do not create an attorney-client relationship, and are not a substitute for professional legal advice. Leda Health is not a law firm, and the employees and contractors (including attorneys, if any) of Leda Health are not acting as your attorneys, and none of them are a substitute for the advice of your own attorney or law firm licensed to practice law in your

state. Communications between you and us are not covered or protected by the attorney-client privilege and may be subject to discovery or disclosure in a legal proceeding. The employees or contractors of Leda Health who wrote or modified any of the information in the Services are not creating or entering into an attorney-client relationship. Although we ~~take every reasonable effort to attempt to make sure~~ Services are accurate, up-to-date and useful, we recommend you consult a lawyer licensed to practice law in your state if you want professional legal advice. Leda Health is not permitted to engage in the practice of law.

11. **Updates to Services.** We are constantly changing and improving the Services. We reserve the right to add or remove functionalities or features of the Services, and we may suspend or stop the Services altogether. We may also stop providing the Services to you, or add or create new limits to the Services or restrict your access to all or a part of the Services at any time without notice or liability. We will not be liable if for any reason all. Any changes by us to the Services shall be governed by the terms of this Agreement. We may also determine, in our discretion, that in order to provide you with new updates or changes to the Services, you will need to review this Agreement (as such may be amended by us in our discretion) again and accept it again, before you are permitted continued access or use of the Services.
12. **Modifications to this Agreement.** We may modify this Agreement at any time in our sole discretion, and any modified versions of this Agreement will be posted on the Website. Changes addressing new functions for the Services or changes made for legal reasons will be effective immediately. All other changes will be effective when you use the Services after you are notified about the change. We will update the Last Modified Date at the top of this Agreement accordingly, and your continued use of the Services after the Last Modified Date signifies your consent to the modified Agreement.
13. **Location Information.** If you use the Services, we may collect and store information about your location including but not limited to through accessing your device's GPS coordinates or course location, if you enable location services on your device. We may use such location information to provide the Services to you and to improve the Services generally.
14. **Population Health.** Leda Health is interested in preventing and better understanding the conditions associated with and consequences of sexual assault, and in identifying and supporting better ways to address these conditions and consequences at the public health level. In addition to serving the individual needs of survivors, we may provide information to third parties such as public health agencies, including information for use in their health-related activities and scientific research. Accordingly, we may use your anonymized User Content to create aggregated health information, improve our operations, and for public health purposes. We shall remove personally-identifiable information that can reasonably be used to identify you prior to sharing information with these third parties.
15. **Termination.** Leda Health may terminate your access to the Services at any time. Further, this Agreement shall terminate immediately if you fail to comply with any provision of this Agreement. Leda Health's rights and licenses to your User Content shall survive the termination of this Agreement. In the event that you choose to deactivate your User Account, your User Content shall be handled in accordance with our Privacy Policy located at www.leda.co/privacy.
16. **No Warranty.** Though we want to provide you with a great experience, your access to and use of the Services is at your own risk. You understand and agree that the Services are provided to you on an "AS IS" and "AS AVAILABLE" basis. Without limiting the foregoing and to the maximum extent permitted by law, LEDA HEALTH DISCLAIMS ANY WARRANTIES, EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. WHILE LEDA HEALTH DESIRES TO ASSIST YOU WITH THE COLLECTION OF INFORMATION THAT MAY ULTIMATELY BE USED IN A COURT OF LAW, THE ADMISSIBILITY AND ACCEPTANCE OF SUCH INFORMATION WILL BE SPECIFIC TO THE FACTS OF YOUR PARTICULAR SITUATION AND APPLICABLE LAWS AND REGULATIONS. TO MAXIMIZE THE ACCURACY AND RELIABILITY OF INFORMATION COLLECTED THROUGH OUR SERVICES, YOU MUST CLOSELY ADHERE TO AND FOLLOW THE INSTRUCTIONS ACCOMPANYING OUR KIT, APPLICATION, AND

SERVICES. To the maximum extent permitted by law, Leda Health makes no warranty and disclaim all responsibility and liability for the completeness, accuracy, availability, timeliness, security, or reliability of the Services or any content thereon. We will not be responsible or liable for any harm to your computer system or mobile device, loss of data, or other harm that results from your access to or use of the Services. You also agree that Leda Health has no responsibility or liability for the deletion of, or the failure to store or to transmit, any information or data and other communications maintained by the Services. We make no warranty that the Services will meet your requirements or be available on an uninterrupted, secure, or error-free basis. No advice or information, whether oral or written, obtained from Leda Health or through our Services, will create any warranty not expressly made herein. THIS DISCLAIMER OF WARRANTIES APPLIES TO YOU TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

17. **Indemnification.** We are not responsible or liable for any actions taken by you as a result of your use of our Services. You hereby agree to defend, indemnify and hold Leda Health, its officers, directors, employees, owners, successors, and assigns harmless against all losses, damages, or expenses of whatever form or nature, including actual attorneys' fees and other costs of legal defense, whether direct or indirect, which they, or any of them, may sustain or incur as a result of your act or omission including, but not limited to: (i) your breach of any of the provisions of this Agreement, (ii) your negligence or other tortious conduct; or (iii) your use of the Services.
18. **Limitation of Liability.** To the maximum extent permitted by law, in no event will Leda Health, its affiliates, officers, employees, agents, suppliers, or licensors be liable for any direct, indirect, incidental, special, consequential, or punitive damages, including without limitation: loss of profits, data, use, goodwill, or other intangible losses, resulting from: (i) your access to or use of or inability to access or use the Services; (ii) any conduct or content of any third party on the Services, including without limitation, any defamatory, offensive, or illegal conduct of other users or third parties; (iii) any content obtained from the Services; (iv) unauthorized access, use or alteration of your transmissions or content; or (v) any damage to equipment caused by the Services and any cost of recovering lost data or of reprogramming, whether based on warranty, contract, tort (including negligence), product liability, personal injury, or any other legal theory, whether or not Leda Health has been informed of the possibility of such loss or damage, and even if a remedy set forth herein is found to have failed of its essential purpose. The provisions of this section apply to you to the maximum extent permitted by applicable law.
19. **Copyright and Restrictions on Use.** You acknowledge that the Services, the process and technologies included therein, as well as any other information or materials made available to you by us through the Services may be valuable assets, trade secrets, proprietary information, and/or copyrighted material of Leda Health, and that we retain title to them. Under no circumstances may you reproduce the Services or related materials for the purposes of distribution to others, nor may you remove the copyright notices on the Services or the accompanying documentation. You may not: (i) disassemble, decompile, reverse engineer, reproduce, alter, or attempt to derive the source code of the Services, nor permit any third party to do so; (ii) obtain for or assist third parties in obtaining access to the Services; (iii) copy the Services; (iv) modify or create derivative works based upon the Services; (v) attempt to delete, disable, or otherwise circumvent any security measures implemented by Leda Health with respect to the Services; (vi) write or develop any software based upon or developed with reference to the Services; (vii) assist, permit, or authorize any third party entity to perform any of the activities prohibited by this Agreement; or (viii) remove any proprietary notices, labels, or marks that are on or in the Services. The Kit is intended for a single user. You may not resell or otherwise supply, directly or indirectly (whether through a third party or permitting a third party to perform such an act, under license or otherwise), the Kit to any other party.
20. **Linking to Leda Health Services.** You may link to the Website, App, or our Services on social media or another platform, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way

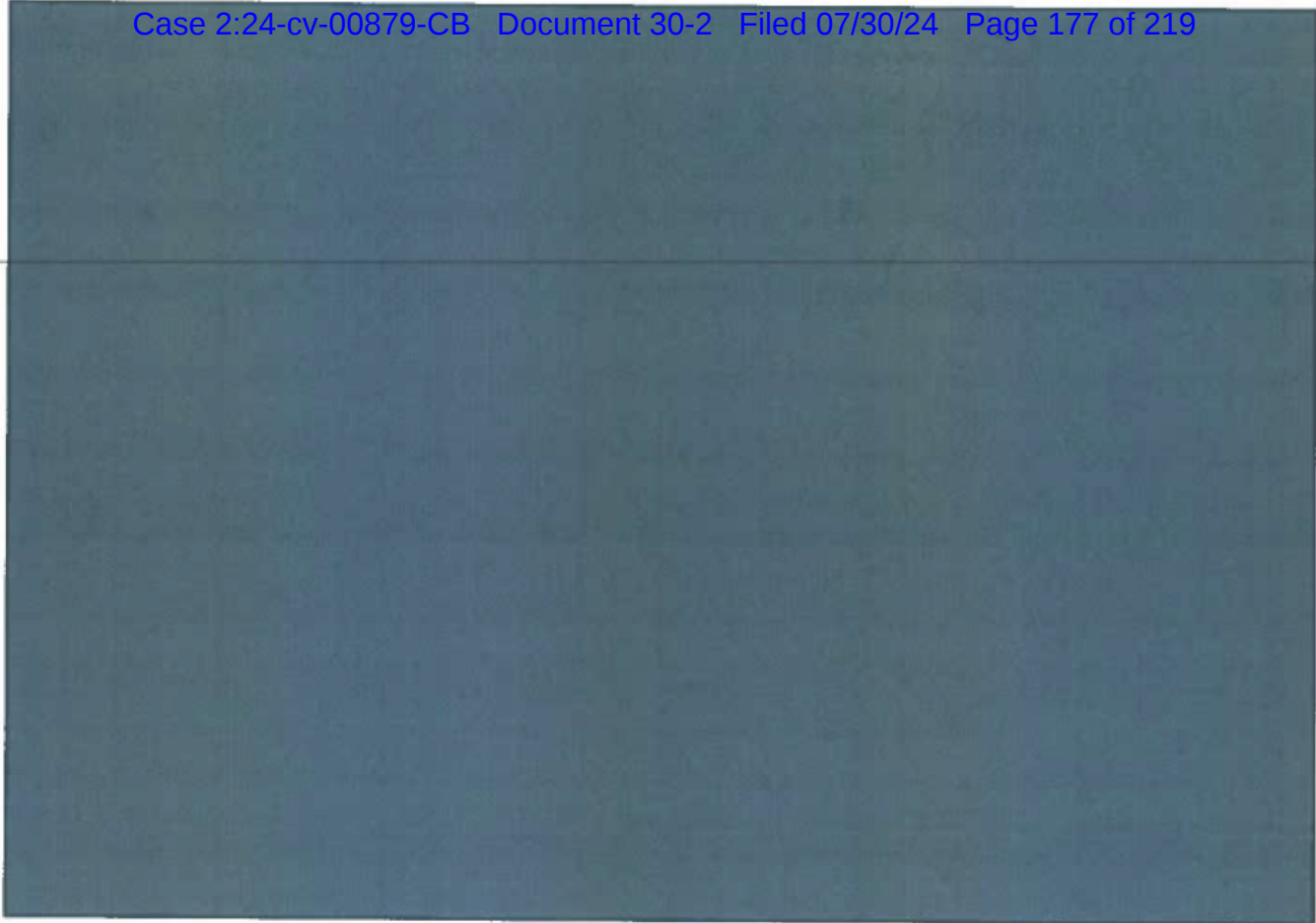
as to suggest any form of association, approval, or endorsement on our part without our express written consent. You agree to cooperate with us in causing any unauthorized framing or linking immediately to stop. We reserve the right to withdraw linking permission without advance notice.

-
21. ~~**Miscellaneous.** This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without regard to its conflict of laws principles. Nothing in this Agreement will be deemed to create an employment, partnership, agency or joint venture relationship between you and Leda Health. If any provision of this Agreement is held invalid or unenforceable, such provision will be struck and the remaining provisions will be enforced. This Agreement and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by Leda Health without restriction. Our failure to act with respect to a breach of this Agreement does not waive our right to act with respect to subsequent or similar breaches.~~
22. **Binding Arbitration.** In the event that a dispute arises between you and Leda Health, you agree to first contact us to seek a resolution. If we are not able to resolve the issue, then except for disputes relating to the infringement or other misuse of intellectual property rights, such dispute will be resolved through binding arbitration rather than in court. Such arbitration will be administered by the American Arbitration Association ("AAA") in accordance with the rules of the AAA, and any arbitration hearing will be held in New York, New York. You and Leda Health agree that each may bring claims against the other only in your or its individual capacities, and not as a plaintiff or class member in any purported class, consolidated or representative proceeding. YOU UNDERSTAND THAT YOU ARE WAIVING YOUR RIGHT TO HAVE YOUR CLAIMS HEARD IN COURT BY A JUDGE OR JURY. AN ARBITRATION AWARD IS ENFORCEABLE AS A COURT ORDER AND IS SUBJECT TO ONLY LIMITED REVIEW BY A JUDGE. YOU ALSO UNDERSTAND AND AGREE THAT THIS ARBITRATION PROVISION PREVENTS YOU FROM PARTICIPATING AS A PLAINTIFF OR AS A CLASS MEMBER IN ANY PURPORTED CLASS ACTION OR REPRESENTATIVE PROCEEDING.

Our Contact Information. The Services are operated by Leda Health, 370 Jay Street, 7th Floor, Brooklyn, New York 11201. All feedback, comments, requests for technical support, and other communications relating to the Services should be directed to: support@leda.co. If you are having a medical emergency or need immediate medical attention, contact your physician or call 911 immediately.

You are not alone.

We believe you.



Call 911 if you need immediate help or medical attention. Download the Leda app to chat with our Care Team.

Call RAINN's National Hotline to speak with an advocate at 800.656.4673

*RAINN is not partnered with Leda nor can they assist with your kit.

EXHIBIT 17

User Agreement

Last Modified Date: July 15, 2021

This User Agreement (“Agreement”) is a legally binding agreement between you and Leda Health Corporation (“Leda Health,” “we,” “us,” or “the company”). This Agreement governs your access to and use of our services, which include but are not limited to the Leda Health early evidence self-collection kit (the “Kit”), our mobile application (the “App”), our User Portal (the “Portal”), services provided by our care team or other individuals, holistic healing services, and our associated user website at www.leda.co (the “Website”) (collectively, the “Services”). Please read this Agreement carefully because they contain provisions that affect your rights and obligations, including a mandatory arbitration provision and a waiver of your right to participate in a class action. By proceeding with our Services, you agree to the terms of this Agreement and our Privacy Policy located at www.leda.co/privacy.

Our Services enable individuals to collect and store information relating to a sexual assault. In addition, we provide resources aimed at helping you following a sexual assault, including information about how to access medical care, law enforcement, laboratory testing facilities, and other services.

1. **Acceptance.** By accessing or using the Services, you indicate your acceptance of all the terms of this Agreement and our Privacy Policy located at www.leda.co/privacy. Our Services are available to individuals who are 18 years of age or older and reside in the United States or any of its territories or possessions. By using the Services, you represent and warrant that you are of legal age to form a binding contract with Leda Health and meet all of the foregoing eligibility requirements. If you do not meet all of these requirements, you must not access or use the Services.
2. **License.** The Services, their related contents, features and functionality (including but not limited to all information, software, code, algorithms, databases, text, displays, images, video and audio, and related design, selection and arrangement) are owned by Leda Health and its licensors and are protected by United States and international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws. We grant you a limited, nonexclusive, nontransferable, revocable license to access and use the Services pursuant to the terms of this Agreement for non-commercial purposes only. You may only avail the Services for your own personal use. The Services are proprietary to Leda Health. You acquire no right to the Services, except for the limited right described in this paragraph in accordance with this Agreement. You may not sublicense, assign, or transfer this license, the Services, or the data and output produced by the Services to any third party not authorized by us. This license shall terminate immediately upon termination or expiration of this Agreement for any reason, and in any case is revocable by us for any reason. Upon termination of this license or Agreement, all rights and licenses granted under this Agreement shall revert to Leda Health.
3. **User Content.** By providing User Content, defined below, you represent that you own or have the necessary permission to use and authorize the use of User Content. You may not imply that User Content is in any way sponsored or endorsed by Leda Health. By providing User Content, you grant us a worldwide, royalty-free, non-exclusive, irrevocable and fully sub-licensable (through multiple tiers) license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform, and display anonymized User Content (in whole or in part) and/or to incorporate such anonymized User Content into other works in any form, media, or technology now known or later developed for the purposes of providing the Services (e.g., processing data you enter and supplying corresponding output data to you). You understand that the technical processing and transmission of User Content may involve: (i) transmission over various networks; and (ii) changes to conform or adapt to technical requirements of connecting networks or devices. You are entirely responsible for all User Content and acknowledge that you, not Leda Health, are fully responsible for its legality, reliability, accuracy and appropriateness. Accordingly, we do not control any User Content and do not guarantee

the accuracy, integrity, or quality of any User Content and are not liable for any errors or omissions in any User Content, or for any loss or damage of any kind incurred as a result of the use of any User Content. "User Content" means text, emoticons, images, photos, audio, video, location data, written statements, drawings, and all other forms of data or communication that you submit or transmit to, through, or in connection with the Services.

4. **User Account.** To utilize the Services fully, you may need to create a user account on the App or Website and select a user ID and password for such account. You agree to take all necessary efforts to prevent the unauthorized use or disclosure of your user ID and password to protect your account from improper access. Your user ID and password are personal to you only. You are responsible for anyone to whom you provide access to your user ID or password. If you believe your user ID or password have been compromised, notify us as soon as possible. We are not responsible for any damages you sustain as a result of any unauthorized access to your account, the App, Website, or unauthorized use of the Services.
5. **User Support & Communication.** You may choose to be contacted by Leda Health for assistance with the Services and for updates on your use of and feedback on the Services. If you so choose, you agree that Leda Health may contact you (using information you provide) via email, push notifications in the App, telephone, cell phone, and/or SMS/text messages.
6. **Kit.** The Kit will be accompanied by instructions for use and other documentation. You agree to read these instructions and documentation carefully and completely before utilizing the Kit. You must closely follow all instructions and documentation provided to receive the full benefit of the Services available from the Kit. You may also contact us if you have questions.
7. **User Content Transmission.** Your use of the Services through the App or Website may require collection of User Content, which may be sent to our servers. There is a risk that User Content so transmitted is not entirely secure. Once the User Content reaches our servers, our security measures will provide enhanced security and protections. You assume the risk that User Content transferred to our servers may be intercepted or otherwise compromised prior to reaching our servers. You agree that we are not responsible for data breaches that occur before our servers receive the data.
8. **Proper Use of the Services.** You agree to use the Services only for lawful purposes and in accordance with the terms of this Agreement. You specifically agree that you will not use the Services in any way that violates any applicable federal, state, local or international or regulation or for the purpose of exploiting, harming, or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information, or otherwise. You agree not to tamper with or improperly manipulate any part of the products included with the Services.
9. **Not Medical Advice, Diagnosis, or Treatment.** Our Services, including but not limited to access and communications with members of our care team and holistic healing services, are for informational purposes only, do not constitute medical advice, do not create a healthcare professional-patient relationship, and are not a substitute for professional medical advice, diagnosis, or treatment. Always seek the advice of your physician or other qualified health provider with any questions you may have regarding your health. Do not disregard professional medical advice or delay seeking it because of our Services. While you may decide to authorize others, including healthcare providers, to have access to your User Content, the information stored in your user account is not intended to be and should not be used for medical diagnosis or treatment. If you think you may have a medical emergency, call your doctor or 911 immediately. Leda Health does not recommend or endorse any specific tests, physicians, products, procedures, opinions, or other information that may be mentioned through our Services. Reliance on any information or communications received in connection with our Services or by other users is solely at your own risk. Leda Health is not permitted to engage in the practice of medicine.

10. **Not Legal Advice.** Our Services are provided for informational purposes only, do not constitute legal advice, do not create an attorney-client relationship, and are not a substitute for professional legal advice. Leda Health is not a law firm, and the employees and contractors (including attorneys, if any) of Leda Health are not acting as your attorneys, and none of them are a substitute for the advice of your own attorney or law firm licensed to practice law in your state. Communications between you and us are not covered or protected by the attorney-client privilege and may be subject to discovery or disclosure in a legal proceeding. The employees or contractors of Leda Health who wrote or modified any of the information in the Services are not creating or entering into an attorney-client relationship. Although we take every reasonable effort to attempt to make sure Services are accurate, up-to-date and useful, we recommend you consult a lawyer licensed to practice law in your state if you want professional legal advice. Leda Health is not permitted to engage in the practice of law.
11. **Updates to Services.** We are constantly changing and improving the Services. We reserve the right to add or remove functionalities or features of the Services, and we may suspend or stop the Services altogether. We may also stop providing the Services to you, or add or create new limits to the Services or restrict your access to all or a part of the Services at any time without notice or liability. We will not be liable if for any reason all. Any changes by us to the Services shall be governed by the terms of this Agreement. We may also determine, in our discretion, that in order to provide you with new updates or changes to the Services, you will need to review this Agreement (as such may be amended by us in our discretion) again and accept it again, before you are permitted continued access or use of the Services.
12. **Modifications to this Agreement.** We may modify this Agreement at any time in our sole discretion, and any modified versions of this Agreement will be posted on the Website. Changes addressing new functions for the Services or changes made for legal reasons will be effective immediately. All other changes will be effective when you use the Services after you are notified about the change. We will update the Last Modified Date at the top of this Agreement accordingly, and your continued use of the Services after the Last Modified Date signifies your consent to the modified Agreement.
13. **Location Information.** If you use the Services, we may collect and store information about your location including but not limited to through accessing your device's GPS coordinates or course location, if you enable location services on your device. We may use such location information to provide the Services to you and to improve the Services generally.
14. **Population Health.** Leda Health is interested in preventing and better understanding the conditions associated with and consequences of sexual assault, and in identifying and supporting better ways to address these conditions and consequences at the public health level. In addition to serving the individual needs of survivors, we may provide information to third parties such as public health agencies, including information for use in their health-related activities and scientific research. Accordingly, we may use your anonymized User Content to create aggregated health information, improve our operations, and for public health purposes. We shall remove personally-identifiable information that can reasonably be used to identify you prior to sharing information with these third parties.
15. **Termination.** Leda Health may terminate your access to the Services at any time. Further, this Agreement shall terminate immediately if you fail to comply with any provision of this Agreement. Leda Health's rights and licenses to your User Content shall survive the termination of this Agreement. In the event that you choose to deactivate your User Account, your User Content shall be handled in accordance with our Privacy Policy located at www.leda.co/privacy.
16. **No Warranty.** Though we want to provide you with a great experience, your access to and use of the Services is at your own risk. You understand and agree that the Services are provided to you on an "AS IS" and "AS AVAILABLE" basis. Without limiting the foregoing and to the maximum extent permitted by law, LEDA HEALTH DISCLAIMS ANY WARRANTIES, EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

WHILE LEDA HEALTH DESIRES TO ASSIST YOU WITH THE COLLECTION OF INFORMATION THAT MAY ULTIMATELY BE USED IN A COURT OF LAW, THE ADMISSIBILITY AND ACCEPTANCE OF SUCH INFORMATION WILL BE SPECIFIC TO THE FACTS OF YOUR PARTICULAR SITUATION AND APPLICABLE LAWS AND REGULATIONS. TO MAXIMIZE THE ACCURACY AND RELIABILITY OF INFORMATION COLLECTED THROUGH OUR SERVICES, YOU MUST CLOSELY ADHERE TO AND FOLLOW THE INSTRUCTIONS ACCOMPANYING OUR KIT, APPLICATION, AND SERVICES. To the maximum extent permitted by law, Leda Health makes no warranty and disclaim all responsibility and liability for the completeness, accuracy, availability, timeliness, security, or reliability of the Services or any content thereon. We will not be responsible or liable for any harm to your computer system or mobile device, loss of data, or other harm that results from your access to or use of the Services. You also agree that Leda Health has no responsibility or liability for the deletion of, or the failure to store or to transmit, any information or data and other communications maintained by the Services. We make no warranty that the Services will meet your requirements or be available on an uninterrupted, secure, or error-free basis. No advice or information, whether oral or written, obtained from Leda Health or through our Services, will create any warranty not expressly made herein. THIS DISCLAIMER OF WARRANTIES APPLIES TO YOU TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

17. **Indemnification.** We are not responsible or liable for any actions taken by you as a result of your use of our Services. You hereby agree to defend, indemnify and hold Leda Health, its officers, directors, employees, owners, successors, and assigns harmless against all losses, damages, or expenses of whatever form or nature, including actual attorneys' fees and other costs of legal defense, whether direct or indirect, which they, or any of them, may sustain or incur as a result of your act or omission including, but not limited to: (i) your breach of any of the provisions of this Agreement, (ii) your negligence or other tortious conduct; or (iii) your use of the Services.
18. **Limitation of Liability.** To the maximum extent permitted by law, in no event will Leda Health, its affiliates, officers, employees, agents, suppliers, or licensors be liable for any direct, indirect, incidental, special, consequential, or punitive damages, including without limitation: loss of profits, data, use, goodwill, or other intangible losses, resulting from: (i) your access to or use of or inability to access or use the Services; (ii) any conduct or content of any third party on the Services, including without limitation, any defamatory, offensive, or illegal conduct of other users or third parties; (iii) any content obtained from the Services; (iv) unauthorized access, use or alteration of your transmissions or content; or (v) any damage to equipment caused by the Services and any cost of recovering lost data or of reprogramming, whether based on warranty, contract, tort (including negligence), product liability, personal injury, or any other legal theory, whether or not Leda Health has been informed of the possibility of such loss or damage, and even if a remedy set forth herein is found to have failed of its essential purpose. The provisions of this section apply to you to the maximum extent permitted by applicable law.
19. **Copyright and Restrictions on Use.** You acknowledge that the Services, the process and technologies included therein, as well as any other information or materials made available to you by us through the Services may be valuable assets, trade secrets, proprietary information, and/or copyrighted material of Leda Health, and that we retain title to them. Under no circumstances may you reproduce the Services or related materials for the purposes of distribution to others, nor may you remove the copyright notices on the Services or the accompanying documentation. You may not: (i) disassemble, decompile, reverse engineer, reproduce, alter, or attempt to derive the source code of the Services, nor permit any third party to do so; (ii) obtain for or assist third parties in obtaining access to the Services; (iii) copy the Services; (iv) modify or create derivative works based upon the Services; (v) attempt to delete, disable, or otherwise circumvent any security measures implemented by Leda Health with respect to the Services; (vi) write or develop any software based upon or developed with reference to the Services;

(vii) assist, permit, or authorize any third party entity to perform any of the activities prohibited by this Agreement; or (viii) remove any proprietary notices, labels, or marks that are on or in the Services. The Kit is intended for a single user. You may not resell or otherwise supply, directly or indirectly (whether through a third party or permitting a third party to perform such an act, under license or otherwise), the Kit to any other party.

20. **Linking to Leda Health Services.** You may link to the Website, App, or our Services on social media or another platform, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval, or endorsement on our part without our express written consent. You agree to cooperate with us in causing any unauthorized framing or linking immediately to stop. We reserve the right to withdraw linking permission without advance notice.
21. **Miscellaneous.** This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without regard to its conflict of laws principles. Nothing in this Agreement will be deemed to create an employment, partnership, agency or joint venture relationship between you and Leda Health. If any provision of this Agreement is held invalid or unenforceable, such provision will be struck and the remaining provisions will be enforced. This Agreement and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by Leda Health without restriction. Our failure to act with respect to a breach of this Agreement does not waive our right to act with respect to subsequent or similar breaches.
22. **Binding Arbitration.** In the event that a dispute arises between you and Leda Health, you agree to first contact us to seek a resolution. If we are not able to resolve the issue, then except for disputes relating to the infringement or other misuse of intellectual property rights, such dispute will be resolved through binding arbitration rather than in court. Such arbitration will be administered by the American Arbitration Association (“AAA”) in accordance with the rules of the AAA, and any arbitration hearing will be held in New York, New York. You and Leda Health agree that each may bring claims against the other only in your or its individual capacities, and not as a plaintiff or class member in any purported class, consolidated or representative proceeding. **YOU UNDERSTAND THAT YOU ARE WAIVING YOUR RIGHT TO HAVE YOUR CLAIMS HEARD IN COURT BY A JUDGE OR JURY. AN ARBITRATION AWARD IS ENFORCEABLE AS A COURT ORDER AND IS SUBJECT TO ONLY LIMITED REVIEW BY A JUDGE. YOU ALSO UNDERSTAND AND AGREE THAT THIS ARBITRATION PROVISION PREVENTS YOU FROM PARTICIPATING AS A PLAINTIFF OR AS A CLASS MEMBER IN ANY PURPORTED CLASS ACTION OR REPRESENTATIVE PROCEEDING.**
23. **Our Contact Information.** The Services are operated by Leda Health, 370 Jay Street, 7th Floor, Brooklyn, New York 11201. All feedback, comments, requests for technical support, and other communications relating to the Services should be directed to: support@leda.co. If you are having a medical emergency or need immediate medical attention, contact your physician or call 911 immediately.

EXHIBIT 18

Privacy Policy

Last Modified Date: September 21, 2022

Your privacy is a top priority to us at Leda Health. We recognize that it takes strength to share certain sensitive information in the aftermath of a sexual assault. We value your courage and recognize the importance of keeping your information secure.

This Privacy Policy describes how Leda Health Corporation (“Leda,” “we,” or “us”) collects, uses, and discloses information about “you,” a user of our any of our Services (“User”). Our “Services” include but are not limited to our website, www.leda.co, and its related domains and sites (collectively, the “Website”), our mobile application (the “App”), our User Portal (the “Portal”), and any content, tools, features and functionality offered on or through our Website, App, or Portal, including but not limited to the Leda Health early evidence self-collection kit (the “Kit”), services provided by our care team, holistic healing services, and support group and organizing services (collectively, the “Services”).

This privacy policy is incorporated by reference into our User Agreement, which may be found at www.leda.co/agreements.

Please read this Privacy Policy carefully to understand our policies and practices regarding your information and how we will treat it. If you do not agree with our policies and practices, do not access or use the Services.

BY ACCESSING OR USING THE SERVICES, YOU AGREE TO THIS PRIVACY POLICY.

Children Under the Age of 18

The Services are not intended for children under 18 years of age, and we do not knowingly collect Personal Information from children under 18. If you are under 18, you are not permitted to provide any information to or on the Services (including any information about yourself, such as your name, address, telephone number, email address or any screen name or username you may use).

If we learn we have collected or received personal information from a child under 18, we may delete that information so long as doing so would not violate any applicable law, regulation, or order. We may also delete such Personal Information at the request of your legal parent or guardian. Additionally, if we discover any information pertaining to the abuse of a child under 18, we may report this to appropriate local authorities, and such report may include the disclosure of your Personal Information to third-parties and law enforcement.

Learn more about your rights as a parent or guardian in the section titled Parental Rights and Controls.

What Information Do We Collect From you?

Information That You May Provide

When you use our Services, you may be asked or required to provide certain information, some of which may be personally identifiable ("Personal Information"), some of which may be non-identifying, and some of which may be identifying only when viewed in conjunction with other information. Such information that you may provide to us includes but is not limited to the following:

- Registration, account, or other identifying information, such as your name, account password, date of birth, mailing address, email address, Kit number, and telephone number;
- Certain, limited information regarding your physical or mental state, such as your relevant medical history, sex, possible injuries or current bodily condition;
- Information related to your recollection of a sexual assault ("Incident"), such as descriptions of the Incident, surrounding circumstances, the individuals involved, the time and location, physical or bodily symptoms experienced as a result of the Incident;
- Information conveyed or relevant to your communications with us, such as messages, communications, chats, data, images, and other information exchanged as a result of your communications with our care team members; information exchanged with our staff; and information exchanged by email;
- Information related to samples that you may collect as part of your use of our Services and the Kit, such as physical samples collected, garments collected, information derived from DNA and/or other analysis conducted by a laboratory, information uploaded onto a portal regarding results of DNA and/or other analysis; and
- Information communicated, exchanged, or collected as part of your use or participation in a healing circle, support group, and related services and organizations.

Information That We May Automatically Collect

As you use the Services, we may use automatic data collection technologies to collect certain information about your devices, browsing actions and patterns, including details of your use of the Services (such as traffic data, location data, logs and other communication data) and information about your devices and internet connection (including your IP address, operating system and browser type).

The technologies we use for this automatic data collection may include:

- **Cookies and other similar technologies.** We may place cookies on your device to collect anonymous data related to your use of the Services. In general, a cookie is a small file placed on your device that can be used to help recognize your browser across different web pages,

websites, and browsing sessions. We may use cookies to provide certain features of the Services. It may be possible to refuse to accept cookies by activating the appropriate setting on your device. However, if you select this setting you may be unable to access certain features of the Services. We may also use other technologies to tailor the Services to you, such as web beacons (also referred to as clear gifs, pixel tags and single-pixel gifs) that permit Leda, for example, to track how visitors interact with the Services and for other statistics related to the Services (such as recording the popularity of certain content and verifying system and server integrity).

- **Log Information.** We may automatically collect and store certain information in our server logs when you use the Services, including details about how you used the Services, IP address, and information specific to your device (such as system activity, hardware settings, browser type, and browser language).
- **Device Identifiers.** We may collect information about your device, such as your operating system, hardware version, device settings, file and software names and types, mobile network information and device identifiers. This helps us measure how the Services are performing and improve the Services for you on your particular device.
- **Location-Based Data.** We may collect and process information about your geographic location (for example, through GPS signals) when you use the Services. We will not track your device location without your permission. We do not share precise geolocation data with third parties, other than our service providers as necessary to provide the Services.
- **Analytics Data.** We may also collect analytics data, or use third-party analytics tools, to help us measure traffic and usage trends for the Services.

Information From Third Parties

As a part of your use of the Services, we may also collect or receive information about you from third parties who we have contracted with as a part of providing the Services. Such third parties may include but are not limited to providers for STI testing, Plan B contraceptives, delivery services, and DNA and/or forensic testing of your samples collected through the Kit and our Services.

Although our Privacy Policy applies to information that we receive about you from third parties, please know that we cannot control and are not responsible for information that you provide to or is collected by third parties as a part of your use of the Services. In such instances, you acknowledge that Leda has no duty or responsibility to maintain and safeguard any information that you provide to, or is collected by, any third party. You must review the privacy policies of the applicable third party to learn more about how information will be handled by such parties.

How We Use Your Information

We collect your information to be able to provide you the Services. We also collect your information to continuously improve our Services, including estimating our user size and usage patterns. In

some instances, we may also collect information to assist in your recollection of events or facts related to a sexual assault or to determine your eligibility to receive our Services.

For example, to further these goals, Leda uses information that we collect about you or that you provide to us in order to:

- Provide you with the Services;
- Communicate with you regarding the Services, your Account, your transactions with us, to send you details or updates about features of the Services or changes in our policies, and to provide you with information collected from your use of the Kit;
- To share or request from you information and/or news that may be relevant to the Services;
- Give you notices about your account, if applicable; and
- Carry out our obligations and enforce our rights arising from any contracts entered into between you and us, including, if applicable, for billing and collection.

We may also anonymize your Personal Information (remove any information with which you may be personally identified) ("Anonymized Information") to assess our Services and generate aggregated, de-aggregated, and statistical data that may enable us to better provide you the Services, for research and educational purposes, and to participate in the sexual assault community as a whole.

Additionally, Leda may use your IP address or other automatically collected information to help diagnose problems with our computer services and to administer the Website, App, Portal or other Services.

We may also use information that we collect about you or that you provide to us in any other way we may describe when you provide the information or for any other purposes with your consent.

If you choose to send samples collected through our Kit to our partner lab for testing, your used Kit and related samples may be stored by our partner lab in its facilities. Our partner lab is contractually obligated to not discard or destroy your Kit or its contents without our express consent, which we will obtain from you in the appropriate circumstances. You may request the return of your Kit and related samples by contacting us at support@leda.co.

Florida Residents

In response to the Protecting DNA Privacy Act enacted in Florida and effective October 1, 2021, Leda has implemented additional procedures to provide Services to survivors who are in Florida or who have experienced sexual assault in Florida. If you are a survivor seeking our Services in Florida or have experienced sexual assault in Florida, we may further use or review information that you submit to us to determine your eligibility to access our Services, to communicate with law

enforcement or a prosecutor's department regarding your case and submitted information, or as otherwise necessary to ensure our compliance with the law.

Disclosure of Your Information

In the following instances, we may disclose your Personal Information collected through our Services:

- To our contractors and other third parties we use to assist with providing the Services, such as STI testing, Plan B contraceptives, delivery services, healing circle and support groups, and laboratory services, and who are bound by contractual obligations to keep personal information confidential.
- To our subsidiaries and affiliates.
- To a buyer or other successor in the event of a merger, divestiture, restructuring, reorganization, dissolution or other sale or transfer of some or all of our assets, whether as a going concern or as part of bankruptcy, liquidation or similar proceeding, in which personal information held by us is among the assets transferred.
- For any other purpose disclosed by us when you provide the information.
- With your consent.
- To comply with any court order, law or legal process, including to respond to any government or regulatory request.
- If we believe disclosure is necessary under legal obligations regarding mandatory reporting of crimes.
- To enforce or apply our Terms of Service and other agreements, including for billing and collection purposes, if applicable.
- If we believe disclosure is necessary or appropriate to protect the rights, property, or safety of Leda, our Users or others. This includes exchanging information with other companies and organizations for the purposes of fraud protection, investigating identity theft, and credit risk reduction.

Third-Party Access to Your Information

Leda does not sell, rent, license, or otherwise provide access to your Personal Information to third parties for their direct marketing use unless we receive your express consent to do so.

In some instances, Leda may publicly or privately disclose Anonymized Information related to our Services and its use by Users. Such information may be disclosed or used, for example, to demonstrate how the Services are used, evaluate industry data, to create strategic partnerships, or to evaluate and study data relating to sexual assault.

Third-Party Websites and Links

The Services may contain links to third-party websites and online platforms ("Third-Party Sites") not owned or operated by Leda. Leda does not control such Third-Party Sites and are not responsible for their content, privacy practices, or use of your information. Information that you provide on public or semi-public venues, including information you share on social networking platforms may be viewable by other Users, users of Third-Party Sites, and/or the public without limitation as to its use by us or by a third party. Our inclusion of third-party links does not imply any endorsement or partnership with such Third-Party Sites or of their owners or operators except as disclosed through our Services. Leda expressly disclaims any and all liability relating to the use and/or disclosure of personal information by third parties. Any information submitted by you directly to these Third Party Sites is subject to that third party's privacy and practices.

Account Termination and Following your use of the Services

Following termination or deactivation of an account, we may retain your information and content for backup, archival, audit or other business purposes, or otherwise in accordance with applicable laws and this Privacy Policy. We may maintain Anonymized Information and information that is not Personal Information for analytics or other purposes.

Your Choices About Our Use and Disclosure of Your Information

We strive to provide you with choices regarding the personal information you provide to us. This section describes mechanisms we provide for you to control certain uses and disclosures of your information.

- **Tracking Technologies.** You can set your browser to refuse all or some browser cookies, or to alert you when cookies are being sent. If you disable or refuse cookies or block the use of other tracking technologies, some parts of the Services may then be inaccessible or not function properly.
- **Location Information.** You can choose whether or not to allow the Services to collect and use real-time information about your device's location through the device's privacy settings. If you block the use of location information, some parts of the Services may then be inaccessible or not function properly.
- **Promotional Offers.** You do not want us to use your email address or contact information to promote our own or third parties' products or services as provided herein, you can opt-out by sending us an email stating your request to support@leda.co.
- **Targeted Advertising.** If you do not want us to use information that we collect or that you provide to us to deliver advertisements or updates about our Services, you can opt-out by sending us an email stating your request to support@leda.co.
- **Google Analytics.** We may also use Google Analytics to help us understand how our customers use the Website - you can read more about how Google uses your Personal

Information [here](#): You can also opt-out of Google Analytics:

<https://tools.google.com/dlpage/gaoptout>.

- Please note that we do not alter our Website's data collection and use practices when we see a "Do Not Track" signal from your browser.
- If you are a European resident, you may have the right to access personal information we hold about you and to ask that your personal information be corrected, updated, or deleted. If you would like to exercise this right or find out more information, please contact us at support@leda.co.

Accessing and Correcting Your Information

You may access, correct or delete some of your Personal Information by logging into your account and visiting your account profile. When you do so, we'll validate your request by verifying that you're signed in to your Leda account. You (or your authorized agent) may also send us an email at support@leda.co to request access to, correct or delete any Personal Information that you have provided to us. We may not accommodate a request to change information if we believe the change would violate any law or legal requirement or cause the information to be incorrect. Leda will use the best available identifying information it has for you to ensure that the correct person is making the request, and may require you to answer several questions and provide Personal Information in order to meet such necessary verification before your request can be processed. In some cases, such as when you request the return of a Kit you sent to a partner lab, Leda may require a completed affidavit by you. Leda will not facilitate the destruction of the contents of Kits.

If you authorize another person to act as your agent to submit requests on your behalf, we will ask the agent to provide us the written and signed authorization that you provided to the agent, such as a power of attorney, and we will confirm with you that you did provide the authorization, and we will verify your identity.

Your California Privacy Rights

California Civil Code Section 1798.83 permits users of the Services that are California residents to request certain information regarding our disclosure of personal information to third parties for their direct marketing purposes. To make such a request, please send an email to support@leda.co.

California Consumer Protection Act ("CCPA")

If you are a resident of the state of California, you may have certain data protection rights that can be exercised either by emailing us at support@leda.co or mailing us at:

Leda Health Corporation

370 Jay St.
Brooklyn, NY 11201

Your rights under the CCPA may include the following:

- The right to access or delete the information we have on you. Whenever made possible, you can access or request deletion of your personal data.
- The right to know what personal information is collected, used, shared or sold as to the categories and specific pieces of personal information, and the sources of that information, and types of information we collect, and the intended purposes of that information, and the parties with whom we share it.
- The right to opt-out of sale of personal information.
- The right to non-discrimination in terms of price or service when you exercise a privacy right under the CCPA. Exercising these rights may impact your right or ability to receive information about our products and the Services, and the benefits of the Services.

Parental Rights and Controls

We do not knowingly collect Personal Information from children under 18 years of age. If you are a parent or guardian of a child from whom we have inadvertently collected Personal Information, you may request the deletion of your child's Personal Information. In such cases, we will permanently delete your child's Personal Information within a reasonable period of time so long as doing so would not violate any applicable law, regulation, or order.

If you have any questions about your child's Personal Information, don't hesitate to contact us. We're here to help. We may require you to verify your identity as the parent/guardian of such child before acting on your request.

For any of the above inquiries or requests, you may contact us at support@leda.co.

Data Security

We have implemented measures designed to secure your personal information from accidental loss and from unauthorized access, use, alteration and disclosure. All information you provide to us is stored on secure servers behind firewalls. Any information you provide to us through your use of the Services will be encrypted using industry standard technology. We cannot, however, ensure or warrant the security of any information you transmit to Leda or guarantee that your information on the Services may not be accessed, disclosed, altered, or destroyed by a breach of any of our physical, managerial, or technical safeguards.

The safety and security of your information also depends on you. Where we have given you (or where you have chosen) a password for access to the Services, you are responsible for keeping this password confidential. We ask you not to share your password with anyone.

Unfortunately, the transmission of information via the Internet is not completely secure. Although we do our best to protect your personal information, we cannot guarantee the security of your personal information transmitted through the Services. Any transmission of personal information is at your own risk. We are not responsible for circumvention of any privacy settings or security measures we provide.

Changes to Our Privacy Policy

Any changes we make to this Privacy Policy will be posted on this page. If we make material changes to how we treat Users' personal information, we will notify you through a notice on the Website and/or by any other reasonable means. The date the Privacy Policy was last modified is identified at the top of the page. You are responsible for ensuring we have an up-to-date active and deliverable email address for you, and for regularly visiting our Website and this Privacy Policy to check for any changes.

Contact Information

To ask questions or comment about our Privacy Policy and our privacy practices, contact us at support@leda.co or:

Leda Health Corporation
370 Jay St.
Brooklyn, NY 11201

EXHIBIT 19

[Business & Tech](#)

Miss Pittsburgh's Tech Company Aids Sexual Assault Victims

Madison Campbell is relocating her company from New York City to Lawrenceville.



Eric Heyl, Patch Staff



(Flo Agency)

PITTSBURGH, PA — Although she recently was crowned the United States of America Pageant's Miss Pittsburgh, Madison Campbell would prefer to discuss how her four-year-old tech company assists sexual assault victims.

And why it's moving to Pittsburgh.

Campbell, 27, is the CEO of [Leda Health](#), which provides at-home evidence kits for those who have been sexually assaulted. Initially located in New York City, the company is relocating its office to Butler Street in Lawrenceville.

"I believe Pittsburgh has an opportunity to be the next big tech hub and we want to be part of that," the Bridgeville native told Patch. "In less than five years we've raised almost \$10 million in venture capita, and have helped people naturally and internationally."

Leda provides early evidence kits the permit people who have been sexually assaulted to collect their own evidence at home rather than in a hospital. Campbell conceived the idea for the company after being sexually assaulted in college.

Leda partners with businesses, colleges and other organizations so the kits are available to anyone needing one. The company's services include self-administered DNA collection, emergency contraception and sexual transmitted infection testing.

"We offer all of the services you receive in a hospital in the care and comfort of your own home," Campbell said.

With its move to Pittsburgh, Leda hopes to hire additional employees to aid in its mission.

"We have 15-20 employees right now," Campbell said. "We'd like to increase that to about 35."

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Posted Tue, Oct 24, 2023 at 11:54 am ET| Updated Tue, Oct 24, 2023 at 3:19 pm ET

<https://patch.com/pennsylvania/pittsburgh/miss-pittsburghs-tech-company-aids-sexual-assault-victims>

EXHIBIT 20

If you are in immediate danger, please call the National Sexual Assault Hotline at **1-800-656-4673** or dial **911**.

Contact us

General inquiries

Leda Health Corporation

370 Jay St.

Brooklyn, NY 11201

United States

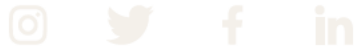
info@leda.co

Support

support@leda.co

Note: our 24/7 care team is only available via the app and does not monitor this email.

[Blog](#) • [Support](#) • [Contact](#) • [Partner](#) • [About](#) • [Partner Lab](#) • [Privacy Policy](#)



Disclaimer: the information and materials on this website are intended to promote the general understanding and dialogue on sexual health and sexual assault. This information is not a substitute for professional medical or legal advice, diagnosis, treatment, or counseling. Always seek the advice of your physician or other qualified health provider with questions you may have regarding a medical condition. If you have a medical emergency, contact your physician or call 911 immediately. For more information, please review our [terms of service](#).

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EXHIBIT 21

If you are in immediate danger, please call the National Sexual Assault Hotline at [1-800-656-4673](tel:1-800-656-4673) or dial **911**.

Contact us

General inquiries

Leda Health Corporation New York City
370 Jay St.
Brooklyn, NY 11201
United States
info@leda.co

Leda Health Corporation Pittsburgh
3803 Butler St.
Pittsburgh, PA 15201
United States
info@leda.co

Press inquiries

ydb@flocommunications.com

Support

support@leda.co

Note: our 24/7 care team is only available via the app and does not monitor this email.

EXHIBIT 22

Ready for a fight: Experts say at-home rape assessment kits aren't the best option, but this entrepreneur is selling them to sororities and the military

EVAN ROBINSON-JOHNSON FEB 4, 2024

By the time she was 23, Madison Campbell had racked up more than a dozen cease-and-desist letters and was seated at a deposition table, staring down lawyers who argued she was endangering the same vulnerable people she claimed to be helping.

In the five years since, the Bridgeville native has won accolades for helping sexual assault survivors, first in Forbes magazine, and most recently when she was crowned Miss Pittsburgh in the 2023 pageant — a month before moving her DIY rape assessment startup from Brooklyn to her hometown.

One thing hasn't changed since she first started promoting Me Too Kits in 2019: Her product hasn't actually been used in court.

Her advisor, chief operating officer and testing lab each told the Post-Gazette that the carefully packed sets of swabs she now markets as “early evidence kits” cannot be used as evidence at trial. What the tests do tell you, her testing lab in Deerfield Beach, Florida said, is whether “foreign” DNA is present on your swab.

“You would need more information” to prosecute a case, said Allison Nunes of DNA Labs International.

Ms. Campbell, who has said she was a victim of sexual assault in college, makes the case that her startup company, now called Leda Health, is selling a product to help individuals who have been assaulted but don't want to rely solely on the official process of going to a hospital or to the police to be tested for proof against the perpetrator.

Kits sold by Leda Health are packaged by Morel Ink in Portland, Oregon. They include DNA swabs resembling Q-tips from Puritan Medical Products in Guilford, Maine.

Users are instructed to collect DNA from their mouth and vagina, with the samples then sent — using prepaid shipping labels — to DNA Labs via FedEx. Each kit costs the company \$12 to make. They have been sold, so far, to sororities and nonprofits.

The controversy over such kits isn't limited to those Ms. Campbell's company sells. With reports of huge piles of official rape kits going untested for years in labs around the country — whether because of a lack of resources or differences in priorities — the potential market is there.

But the field of do-it-yourself testing is relatively new, especially as relates to court cases, and lawmakers and industry experts are wrestling with how to regulate them.

While Ms. Campbell views her product as an effective way to more easily back up rape allegations, and to promote sexual assault education and support for survivors, attorneys general across the country — and sexual assault prevention specialists — have called the product

dangerous. They say the kits could divert people from necessary health care, eliminate paths to justice and offer false hope.

They concede there are flaws in the more official channels used to help sexual assault victims. Backlogs and poor tracking can delay results, certified nurses are in short supply, and the exams themselves can be traumatic.

A number of advocates and experts say they are working toward solutions, but battling with people like Ms. Campbell — a tenacious and stubborn entrepreneur — has been exhausting and counterproductive.

Rep. Gina Mosbrucker, a Republican from Washington state who led her state's effort to ban the at-home kits, recalled an intense fight with Ms. Campbell that slowed Leda Health's push there.

"She was literally flying in with teams nonstop and paying our most challenging lobbyist to wait outside the hearing rooms and to pressure my colleagues," Ms. Mosbrucker said. "She'll keep going from state to state until she can figure out a way to keep making millions of dollars."

Ms. Campbell said that's a misunderstanding of her goals, and any profit she makes will only come from a product that people desperately need.

"Eighty percent of sexual assault survivors don't feel comfortable going to the hospital," she said. "I was one of those. I was sexually assaulted when I was a junior in college. I didn't go to the hospital, I didn't get a rape kit done."

Guidelines in Maryland

Ms. Campbell's startup has raised almost \$10 million in venture capital, much of it during the initial controversy. One of her earliest backers, the New York City venture capitalist Bradley Tusk, said he was impressed by the entrepreneur and thought the kits would fill a need.

"Until you guys can solve the problem yourselves, I'm not gonna apologize. And I wouldn't ask Madison to stop doing what she's doing," he said. "If the nonprofit sector could have solved this problem, they would have done so by now."

From 2019 to 2022, attorneys general from [Washington](#) to [Michigan](#) to [New York](#) ordered the company to stop selling the kits, arguing "deceptive" marketing tactics would mislead victims.

More recently, Ms. Campbell has turned to more niche funding streams, including development contracts from the U.S. Air Force. She also sent 1,000 kits to Ukraine with the goal of prosecuting war crimes.

Her new chief operating officer, Sean Bogle — who joined the startup after overseeing on-campus sexual assault cases as dean of students at Yale University and Stanford — has pushed for a different kind of kit that is less focused on prosecution, which he said is "premature" given the lack of legal precedent.

Ms. Campbell said the only change she's currently making to the kits is to add Spanish instructions to the packaging.

Leda Health is gearing up for a launch in Maryland, despite public pushback from a panel of state experts. Ms. Campbell initially described Maryland as her next big win. The company was promoting the kits at colleges around the state, saying that a push for guidelines for such products by state Sen. Shelly Hettleman would allow a mass rollout in October.

In an interview with the Post-Gazette, Ms. Hettleman said those guidelines were meant to be a cautionary measure, not a green light.

“We have made it very clear that we were going to examine what the possibilities were,” she said. “It's really disappointing that they continue to mislead people.”

Maryland created a policy and funding committee in 2017 solely devoted to sexual assault evidence kits. Under a new law passed last year, the group had to issue a report to the governor and the General Assembly on the potential benefits and pitfalls of at-home kits by December, working in tandem with the state attorney general. The law was focused mostly improving sexual assault evidence collection, preservation and storage.

“There are so many issues that are raised by these kits, we want to make sure that we're being really thoughtful and comprehensive and putting forth recommendations,” Ms. Hettleman said.

That work came as Maryland's attorney general sent a warning letter to victims' rights groups, hospitals, universities and local health departments in August, warning that Leda Health was making “false and misleading statements, both verbally and in writing, in promotion of their self-administered collection kits.”

One nonprofit director, Randi Woods, told the Post-Gazette she was ready to promote the kits throughout Maryland. Ms. Woods, who leads Sisters Together and Reaching, likened the product to HIV detection kits and said they could be especially helpful to minority communities.

Ms. Campbell has described the kits as the next pregnancy test. “Fifty years ago, we used to criticize women for doing at-home pregnancy tests because we thought they were medically unreliable and women couldn't do it,” she said.

She has also called sexual assault a multi-billion dollar industry.

And that's part of the problem that Maryland officials and other critics have: They see Ms. Campbell as approaching justice for rape as a business, rather than a service.

For example, Leda Health is selling kits to college sororities, even though many colleges offer free resources to victims of assault, said Gabriella Romeo, public policy director at the Pennsylvania Coalition Against Rape.

Ms. Campbell also found a customer in the U.S. Air Force, which has given her company two development contracts — one for \$73,879 to study the kits' usefulness for active duty personnel, another \$109,945 to promote sexual assault education and support for survivors.

‘We just need ... buy-in’

Pamela Marshall, director of the forensic graduate program at Duquesne University, has advised Leda Health since 2018, when its kits were still named after the #MeToo movement — the awareness campaign that grew from the exposure of sexual abuse by American film producer Harvey Weinstein in 2017. She said the startup's current kits aren't yet ready for court but have come a long way.

“They're not up to the standard yet,” she said. “But I will tell you that the kit that I have right now has come an astronomical length. Now we just need more of the stakeholders to have some buy-in.”

Ms. Campbell likes to point to California as an early proof of concept.

The state tried at-home kits in Monterey County, during COVID and with direct monitoring by a forensic nurse, a detective and a victim advocate. An investigator with that county department said those kits — which were made by another startup, Preserve Group — are no longer in use.

Dr. Reshma Ramachandran, an assistant professor at Yale University School of Medicine, said she sees the intent behind the kits, but finds it “incredibly irresponsible” to promote them as a path to justice.

“I very much hope there is an effort from the FDA to regulate these sorts of tests,” she said. “As doctors, we never want to prescribe or administer a test that's going to give patients a result that they don't know what to do with.”

Undeterred, Ms. Campbell has looked for new clients overseas.

She sent 250 kits to Kenya. After Hamas invaded Israel, she tried to send kits there.

“But unfortunately, our friends that we were working with in Israel were telling us that rape kits weren't necessary because of all the women that were getting raped were also getting killed,” Ms. Campbell said from the head of a thrifted conference table at her new office in Lawrenceville.

Even if the kits fail, Mr. Bradley, her investor, said he'll support her next venture.

Ms. Campbell isn't ready to give up. She said polling conducted through her new Survivor PAC shows that people want an at-home solution.

Meanwhile, in November, the Pennsylvania Coalition Against Rape warned prosecutors statewide that at-home kits “leave victims without services and pathways to justice.” It was the same warning the group issued in April 2020. Allegheny County District Attorney Stephen A. Zappala Jr. directed two deputies to look into the warning, a spokesperson said.

Ms. Romeo, PCAR's policy director, said she'd like to work more closely with Ms. Campbell to explore solutions for survivors.

The kits are not part of that vision. She described them as a defense attorney's “best dream.”

“Sexual assault is extremely difficult to prosecute to begin with, let alone when you're not following the proper channels,” she said.

<https://www.post-gazette.com/business/healthcare-business/2024/02/04/leda-health-diy-rape-kit-madison-campbell-bridgeville/stories/202402040047>

EXHIBIT 23

Smith, Emily

From: Smith, Emily <Emily.Smith@ag.ny.gov>
Sent: Friday, May 31, 2024 11:26 AM
To: Lafleur, Michael A.; Craig, Sean; Sicalides, Barbara; Meola, Kaitlin L.
Cc: Reigstad, Christian; Levine, Laura
Subject: Re: Leda Health
Attachments: Leda AOD Draft 5.31.2024.docx

Hi Michael,

Thank you again for the call this morning.

As discussed, please find attached our draft AOD.

We look forward to hearing your response within the next three weeks.

Best,
Emily Smith (she, her) | Attorney General Fellow 2022-2024
New York State Office of the Attorney General
Consumer Fraud & Protection Bureau
28 Liberty Street, 20th Floor | New York, NY 10005
emily.smith@ag.ny.gov
Phone: 212-416-8316

From: Lafleur, Michael A. <Michael.Lafleur@troutman.com>
Sent: Tuesday, May 28, 2024 6:08 PM
To: Smith, Emily <Emily.Smith@ag.ny.gov>; Craig, Sean <Sean.Craig@troutman.com>; Sicalides, Barbara <Barbara.Sicalides@troutman.com>; Meola, Kaitlin L. <Kaitlin.Meola@troutman.com>
Cc: Reigstad, Christian <Christian.Reigstad@ag.ny.gov>; Levine, Laura <Laura.Levine@ag.ny.gov>
Subject: RE: Leda Health

Hi Emily,

I just circulated a Teams invite, which also will have a call-in number for anyone who would prefer to access the call by phone only.

Please let me know if it doesn't go through.

Looking forward to speaking with you all as well.

Sincerely,
Mike

Michael A. Lafleur

Associate

troutman pepper

Direct: 617.204.5164 | Mobile: 781.354.0161 | Internal: 815-5164
michael.lafleur@troutman.com

From: Smith, Emily <Emily.Smith@ag.ny.gov>
Sent: Tuesday, May 28, 2024 3:49 PM
To: Lafleur, Michael A. <Michael.Lafleur@troutman.com>; Craig, Sean <Sean.Craig@troutman.com>; Sicalides, Barbara <Barbara.Sicalides@troutman.com>; Meola, Kaitlin L. <Kaitlin.Meola@troutman.com>
Cc: Reigstad, Christian <Christian.Reigstad@ag.ny.gov>; Levine, Laura <Laura.Levine@ag.ny.gov>
Subject: Re: Leda Health

CAUTION: This message came from outside the firm. DO NOT click links or open attachments unless you recognize this sender (look at the actual email address) and confirm the content is safe.

Great. Looking forward to speaking to you all then.

Yes, feel free to circulate a Teams invite or I am happy to circulate one on our end if that is easier.

Best,
Emily Smith (she, her) | Attorney General Fellow 2022-2024
New York State Office of the Attorney General
Consumer Fraud & Protection Bureau
28 Liberty Street, 20th Floor | New York, NY 10005
emily.smith@ag.ny.gov
Phone: 212-416-8316

From: Lafleur, Michael A. <Michael.Lafleur@troutman.com>
Sent: Tuesday, May 28, 2024 3:40 PM
To: Smith, Emily <Emily.Smith@ag.ny.gov>; Craig, Sean <Sean.Craig@troutman.com>; Sicalides, Barbara <Barbara.Sicalides@troutman.com>; Meola, Kaitlin L. <Kaitlin.Meola@troutman.com>
Cc: Reigstad, Christian <Christian.Reigstad@ag.ny.gov>; Levine, Laura <Laura.Levine@ag.ny.gov>
Subject: RE: Leda Health

Thanks, Emily. That time works for us. Do you want me to circulate a Microsoft Teams invite?

Michael A. Lafleur
Associate
troutman pepper
Direct: 617.204.5164 | Mobile: 781.354.0161 | Internal: 815-5164
michael.lafleur@troutman.com

From: Smith, Emily <Emily.Smith@ag.ny.gov>
Sent: Tuesday, May 28, 2024 2:47 PM
To: Lafleur, Michael A. <Michael.Lafleur@troutman.com>; Craig, Sean <Sean.Craig@troutman.com>; Sicalides, Barbara <Barbara.Sicalides@troutman.com>; Meola, Kaitlin L. <Kaitlin.Meola@troutman.com>
Cc: Reigstad, Christian <Christian.Reigstad@ag.ny.gov>; Levine, Laura <Laura.Levine@ag.ny.gov>
Subject: Re: Leda Health

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Hi Michael,

I hope you had a nice weekend as well.

Our team would be available this Friday (5/31) at 11am.

Best,
Emily Smith (she, her) | Attorney General Fellow 2022-2024
New York State Office of the Attorney General
Consumer Fraud & Protection Bureau
28 Liberty Street, 20th Floor | New York, NY 10005
emily.smith@ag.ny.gov
Phone: 212-416-8316

From: Lafleur, Michael A. <Michael.Lafleur@troutman.com>
Sent: Tuesday, May 28, 2024 12:44 PM
To: Smith, Emily <Emily.Smith@ag.ny.gov>; Craig, Sean <Sean.Craig@troutman.com>; Sicalides, Barbara <Barbara.Sicalides@troutman.com>; Meola, Kaitlin L. <Kaitlin.Meola@troutman.com>
Cc: Reigstad, Christian <Christian.Reigstad@ag.ny.gov>; Levine, Laura <Laura.Levine@ag.ny.gov>
Subject: RE: Leda Health

[EXTERNAL]

Hi Emily,

I hope you had a nice weekend. Apologies for the delayed response.

Here's our availability:

- Tomorrow, 5/29: 1-2 pm and 3-5 pm
- Thursday, 5/30: 11-12
- Friday, 5/31: anytime
- Monday, 6/3: anytime after 10 am

Michael A. Lafleur

Associate

troutman pepper

Direct: 617.204.5164 | Mobile: 781.354.0161 | Internal: 815-5164
michael.lafleur@troutman.com

From: Smith, Emily <Emily.Smith@ag.ny.gov>
Sent: Wednesday, May 22, 2024 3:49 PM
To: Harrison, Samuel D. <Samuel.Harrison@troutman.com>; Lafleur, Michael A. <Michael.Lafleur@troutman.com>; Craig, Sean <Sean.Craig@troutman.com>; Sicalides, Barbara <Barbara.Sicalides@troutman.com>; Meola, Kaitlin L. <Kaitlin.Meola@troutman.com>

Cc: Reigstad, Christian <Christian.Reigstad@ag.ny.gov>; Levine, Laura <Laura.Levine@ag.ny.gov>

Subject: Leda Health

CAUTION: This message came from outside the firm. DO NOT click links or open attachments unless you recognize this sender (look at the actual email address) and confirm the content is safe.

Hi all,

We would like to schedule a call for sometime next week.

Please let us know some dates and times you would be available.

Thank you.

Best,
Emily Smith (she, her) | Attorney General Fellow 2022-2024
New York State Office of the Attorney General
Consumer Fraud & Protection Bureau
28 Liberty Street, 20th Floor | New York, NY 10005
emily.smith@ag.ny.gov
Phone: 212-416-8316

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EXHIBIT 24

Smith, Emily

From: Lafleur, Michael A. <Michael.Lafleur@troutman.com>
Sent: Friday, June 21, 2024 9:14 AM
To: Smith, Emily; Craig, Sean; Sicalides, Barbara; Meola, Kaitlin L.
Cc: Reigstad, Christian; Levine, Laura
Subject: RE: Leda Health

Dear Laura, Christian, and Emily,

We are still working on a redline of the draft AOD on our end. Unfortunately, summer vacation schedules (including my own) have extended the process such that we expect to get you a revised draft for discussion by Friday, July 5 – two weeks from today. Please let us know if that timeline would cause any issues.

Thanks in advance.

Sincerely,
Mike

Michael A. Lafleur

Associate

troutman pepper

Direct: 617.204.5164 | Mobile: 781.354.0161 | Internal: 815-5164
michael.lafleur@troutman.com

From: Smith, Emily <Emily.Smith@ag.ny.gov>
Sent: Friday, May 31, 2024 11:26 AM
To: Lafleur, Michael A. <Michael.Lafleur@troutman.com>; Craig, Sean <Sean.Craig@troutman.com>; Sicalides, Barbara <Barbara.Sicalides@troutman.com>; Meola, Kaitlin L. <Kaitlin.Meola@troutman.com>
Cc: Reigstad, Christian <Christian.Reigstad@ag.ny.gov>; Levine, Laura <Laura.Levine@ag.ny.gov>
Subject: Re: Leda Health

CAUTION: This message came from outside the firm. DO NOT click links or open attachments unless you recognize this sender (look at the actual email address) and confirm the content is safe.

Hi Michael,

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As discussed, please find attached our draft AOD.

We look forward to hearing your response within the next three weeks.

Best,

Emily Smith (she, her) | Attorney General Fellow 2022-2024

New York State Office of the Attorney General

Consumer Fraud & Protection Bureau

28 Liberty Street, 20th Floor | New York, NY 10005

emily.smith@ag.ny.gov

Phone: 212-416-8316

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Sent: Tuesday, May 28, 2024 6:08 PM

To: Smith, Emily <Emily.Smith@ag.ny.gov>; Craig, Sean <Sean.Craig@troutman.com>; Sicalides, Barbara <Barbara.Sicalides@troutman.com>; Meola, Kaitlin L. <Kaitlin.Meola@troutman.com>

Cc: Reigstad, Christian <Christian.Reigstad@ag.ny.gov>; Levine, Laura <Laura.Levine@ag.ny.gov>

Subject: RE: Leda Health

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Sincerely,

Mike

Michael A. Lafleur

Associate

troutman pepper

Direct: 617.204.5164 | Mobile: 781.354.0161 | Internal: 815-5164

michael.lafleur@troutman.com

From: Smith, Emily <Emily.Smith@ag.ny.gov>
Sent: Tuesday, May 28, 2024 3:49 PM
To: Lafleur, Michael A. <Michael.Lafleur@troutman.com>; Craig, Sean <Sean.Craig@troutman.com>; Sicalides, Barbara <Barbara.Sicalides@troutman.com>; Meola, Kaitlin L. <Kaitlin.Meola@troutman.com>
Cc: Reigstad, Christian <Christian.Reigstad@ag.ny.gov>; Levine, Laura <Laura.Levine@ag.ny.gov>
Subject: Re: Leda Health

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Great. Looking forward to speaking to you all then.

Yes, feel free to circulate a Teams invite or I am happy to circulate one on our end if that is easier.

Best,

Emily Smith (she, her) | Attorney General Fellow 2022-2024

New York State Office of the Attorney General

Consumer Fraud & Protection Bureau

28 Liberty Street, 20th Floor | New York, NY 10005

emily.smith@ag.ny.gov

Phone: 212-416-8316

From: Lafleur, Michael A. <Michael.Lafleur@troutman.com>
Sent: Tuesday, May 28, 2024 3:40 PM

To: Smith, Emily <Emily.Smith@ag.ny.gov>; Craig, Sean <Sean.Craig@troutman.com>; Sicalides, Barbara <Barbara.Sicalides@troutman.com>; Meola, Kaitlin L. <Kaitlin.Meola@troutman.com>
Cc: Reigstad, Christian <Christian.Reigstad@ag.ny.gov>; Levine, Laura <Laura.Levine@ag.ny.gov>
Subject: RE: Leda Health

Thanks, Emily. That time works for us. Do you want me to circulate a Microsoft Teams invite?

Michael A. Lafleur

Associate

troutman pepper

Direct: 617.204.5164 | Mobile: 781.354.0161 | Internal: 815-5164

michael.lafleur@troutman.com

From: Smith, Emily <Emily.Smith@ag.ny.gov>

Sent: Tuesday, May 28, 2024 2:47 PM

To: Lafleur, Michael A. <Michael.Lafleur@troutman.com>; Craig, Sean <Sean.Craig@troutman.com>; Sicalides, Barbara <Barbara.Sicalides@troutman.com>; Meola, Kaitlin L. <Kaitlin.Meola@troutman.com>

Cc: Reigstad, Christian <Christian.Reigstad@ag.ny.gov>; Levine, Laura <Laura.Levine@ag.ny.gov>

Subject: Re: Leda Health

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Hi Michael,

I hope you had a nice weekend as well.

Our team would be available this Friday (5/31) at 11am.

Best,

Emily Smith (she, her) | Attorney General Fellow 2022-2024

New York State Office of the Attorney General

Consumer Fraud & Protection Bureau

28 Liberty Street, 20th Floor | New York, NY 10005

emily.smith@ag.ny.gov

Phone: 212-416-8316

From: Lafleur, Michael A. <Michael.Lafleur@troutman.com>

Sent: Tuesday, May 28, 2024 12:44 PM

To: Smith, Emily <Emily.Smith@ag.ny.gov>; Craig, Sean <Sean.Craig@troutman.com>; Sicalides, Barbara <Barbara.Sicalides@troutman.com>; Meola, Kaitlin L. <Kaitlin.Meola@troutman.com>

Cc: Reigstad, Christian <Christian.Reigstad@ag.ny.gov>; Levine, Laura <Laura.Levine@ag.ny.gov>

Subject: RE: Leda Health

[EXTERNAL]

Hi Emily,

I hope you had a nice weekend. Apologies for the delayed response.

Here's our availability:

- Tomorrow, 5/29: 1-2 pm and 3-5 pm
- Thursday, 5/30: 11-12
- Friday, 5/31: anytime
- Monday, 6/3: anytime after 10 am

Michael A. Lafleur

Associate

troutman pepper

Direct: 617.204.5164 | Mobile: 781.354.0161 | Internal: 815-5164

michael.lafleur@troutman.com

From: Smith, Emily <Emily.Smith@ag.ny.gov>

Sent: Wednesday, May 22, 2024 3:49 PM

To: Harrison, Samuel D. <Samuel.Harrison@troutman.com>; Lafleur, Michael A. <Michael.Lafleur@troutman.com>;
Craig, Sean <Sean.Craig@troutman.com>; Sicalides, Barbara <Barbara.Sicalides@troutman.com>; Meola, Kaitlin L.
<Kaitlin.Meola@troutman.com>

Cc: Reigstad, Christian <Christian.Reigstad@ag.ny.gov>; Levine, Laura <Laura.Levine@ag.ny.gov>

Subject: Leda Health

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Hi all,

We would like to schedule a call for sometime next week.

Please let us know some dates and times you would be available.

Thank you.

Best,

Emily Smith (she, her) | Attorney General Fellow 2022-2024

New York State Office of the Attorney General

Consumer Fraud & Protection Bureau

28 Liberty Street, 20th Floor | New York, NY 10005

emily.smith@ag.ny.gov

Phone: 212-416-8316

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